Royal Institution of
Chartered Surveys

The Agriculture Act, 1920

THE

SURVEYORS' INSTITUTION

(INCORPORATED BY ROYAL CHARTER),

12, Great George Street, Westminster, S.W.1.

The Agriculture Act, 1920.

MEMORANDUM

prepared by

Mr. C. B. MARSHALL, *Solicitor*
(*of Messrs. Lewin, Gregory, and Anderson*)

at the joint request of the Surveyors' Institution, the Auctioneers' and Estate Agents' Institute, the Central Landowners' Association, and the Land Agents' Society.

FEBRUARY, 1921.

London :
PUBLISHED AT THE INSTITUTION,
12, Great George Street, Westminster, S.W. 1.

THE

SURVEYORS' INSTITUTION

(INCORPORATED BY ROYAL CHARTER),

12, Great George Street, Westminster, S.W. 1.

THE AGRICULTURE ACT, 1920.

MEMORANDUM

PREPARED BY

Mr. C. B. MARSHALL, SOLICITOR.

February, 1921.

HEADS OF ARRANGEMENT.

Part I. of Act.

Part II. of Act.

INTRODUCTORY.

The Act is divided into three Parts. The First Part amends the Corn Production Act, 1917; the Second Part very largely redrafts the Agricultural Holdings Acts; and the Third Part contains general and supplementary provisions.

The Act deals with a large variety of subjects, and for the assistance of readers who have not had an opportunity of following the Bill for the Act in its progress through Parliament it will be convenient further to subdivide the Parts of the Act and regroup their sections, so that the general effect may be more readily appreciated. In the first place, therefore, it is proposed to describe as briefly as possible, and under separate heads, the provisions of the Act, indicating the very important changes it introduces into the present law; while later in this Memorandum the full text of the Act has been reprinted with such annotations and comments as suggest themselves, and relate to matters not already sufficiently dealt with. This being a Memorandum and not a text-book, it has been assumed that the reader will have the Corn Production Acts and the Agricultural Holdings Acts before him, though in some cases their provisions have been reproduced.

The Act being one of considerable complication, the reader is advised before proceeding further to acquaint himself, by reference to the "Heads of Arrangement" prefixed to this Memorandum, and repeated on pp. 5 & 6, with the general method of arrangement into Heads and Subheads which has been adopted.

The Act applies to Scotland subject to certain modifications (Section 34), but it is not within the purpose of this Memorandum to deal with such application. The Act does not extend to Ireland (Section 35).*

The Act came into operation on the 1st January, 1921, but there are numerous provisions, to which attention will be drawn in due course, the application of which is either postponed or otherwise restricted.

* See remarks on p. 63 *post*.

ANALYSIS OF AND GENERAL OBSERVATIONS UPON THE ACT.

The provisions of the Act may, for the purpose of obtaining a preliminary grasp of their scope and effect, be conveniently grouped under the following heads and sub-heads, and are so dealt with in these Observations :—

PART I. OF ACT.

HEAD I.—CONTINUANCE OF CORN PRODUCTION ACT, 1917, WITH MODIFIED PROVISIONS AS TO MINIMUM AND AVERAGE PRICES, &C.

Sections 1, 2, 3, 5, 6, 7, and 8.

HEAD II.—REPEAL OF SECTION 9 OF CORN PRODUCTION ACT, 1917, AND NEW POWERS AS TO ENFORCEMENT OF CULTIVATION IN LIEU THEREOF.

Sections 4 and 9; and the definition of "rules of "good husbandry" in Section 33.

PART II. OF ACT.

HEAD III.—AMENDMENT OF AGRICULTURAL HOLDINGS ACTS.

Sub-head A.—Compensation for disturbance in respect of agricultural holdings, allotment gardens and cottages, and extension of tenancies under leases for a term of years.

Section 10; the definition of "rules of good "husbandry" in Section 33; Section 13; and Sections 11 and 12.

Sub-head B.—Law as to improvements.

Sections 15 and 27; Section 29; and First Schedule.

PART II. OF ACT—(*continued*).

HEAD III.—(*continued*).

Sub-head C.—Compensation for continuous adoption of special standard or system of farming and compensation to landlord for deterioration of holding.
Sections 16 and 19.

Sub-head D.—Provisions as to arbitrations.
Sections 18, 20, and 21.

Sub-head E.—Notices to quit.
Section 28.

Sub-head F.—Minor Amendments of Agricultural Holdings Acts, &c.
Sections 14, 17, 22, 23, 24, 25, 26, and 29; and First Schedule.

PART III. OF ACT.

HEAD IV.—MISCELLANEOUS PROVISIONS.

Sections 30, 31, 32, 33, 34, 35, and 36; and Second Schedule.

NOTES AS TO INADVERTENT ERRORS, &c.

TEXT OF ACT WITH NOTES.

Part I. of Act.

Head I.—Continuance of Corn Production Act, 1917, with Modified Provisions as to Minimum and Average Prices.

Sections 1, 2, 3, 5, 6, 7, and 8.

The provisions falling under this head, while of great importance, will not be of such intimate daily significance to landowners, surveyors, agricultural valuers, and land agents as those dealt with under later heads, and it will be sufficient for the purposes of this Memorandum to give a general summary of them.

It will be remembered that the Corn Production Act, 1917, inaugurated the system of guaranteed minimum prices for wheat and oats (Part I.); set up the Agricultural Wages Board for the regulation of the wages of agricultural workmen (Part II.); restricted the raising of agricultural rents under certain conditions (Part III.); and conferred powers upon the Board (now the Ministry) of Agriculture for the enforcement of proper cultivation (Part IV.).

It was provided by Section 19 of that Act that its operation should continue until the end of the year 1922, and no longer, unless, meanwhile, Parliament made provision for its continuance. Special provision was made as regards the commencement of the operation of Part IV. as explained hereafter.

The present Act (Section 1) modifies very materially these temporary provisions of the Act of 1917, and as so modified makes them permanent, but provision is made for terminating the operation of the Act of 1917 by means of an order in Council to be made on an Address presented to the Crown by both Houses of Parliament, but subject to the condition that the order shall not take effect until the expiration of the fourth year after the date on which it was made.

Special attention should be drawn to the fact that (although it will naturally always be open to Parliament to amend the present Act by Bill in the ordinary way) the power given to both Houses of Parliament by Section 1 (1) to secure the cesser of the operation of the Act of 1917 relates to the whole of that Act as amended by the present

Act (*vide* Section 33 (6) and Section 36 (2)). It follows that should such an Address be made and acceded to, the guaranteed minimum prices, the regulation of the wages of agricultural workmen, the restriction of the raising of agricultural rents, and the power of the enforcement of cultivation (now contained in Section 4 of the present Act) will all come to an end together, and the repeal of one such set of powers or provisions without the other or others of them cannot be obtained without a new Act of Parliament. In other words, Part I. of the present Act is to be read as one with the Act of 1917, and stands or falls with it (Section 36 (2)). The provisions of Part II. of the present Act, which are to be read as one with the Agricultural Holdings Acts, and which in effect set up a new code of agricultural law, are, on the contrary, of a permanent character and will be unaffected by any such action as above mentioned under Section 1.

The Act amends Part I. of the Act of 1917, which relates to guaranteed minimum prices in the following manner: Instead of the prices fixed by the Act of 1917, the minimum prices in future are to be based on the following minimum prices for the standard year 1919, viz., wheat, 68*s.* per customary quarter of 504 lb., and oats, 46*s.* per customary quarter of 336 lb. These were the minimum prices recommended by the Royal Commission on Agriculture, and are based on the cost of production in the standard year, viz., 1919. Minimum prices for 1921, and subsequent years, are to be fixed by three Commissioners, and are to rise or fall in comparison with the above prices for the standard year in the same proportion as the cost of production rises or falls in comparison with the cost for the standard year. One of the Commissioners is to be appointed by the Minister of Agriculture and the Board of Agriculture for Scotland jointly, one by the Treasury, and one by the Board of Trade (Sections 2 and 3).

By Section 6 a separate agricultural wages administration for Wales is established on the lines of the Scottish scheme under the Act of 1917.

Any detailed comment upon Sections 5, 7 and 8 can be conveniently postponed until the text of the Bill is dealt with later in this Memorandum.

Head II.—Repeal of Section 9 of the Corn Production Act, 1917, and New Powers as to Enforcement of Cultivation in lieu thereof.

Sections 4 and 9; and the definition of the "rules of good husbandry" in Section 33.

Section 4 (Power to enforce proper cultivation) of the Act (for text see p. 69) reproduces the repealed Section 9 of the Act of 1917 in a much amended and extended form; and as the original Section 9 formed part of Part IV. of the Act of 1917, the operation of which was postponed as explained hereafter, constitutes in effect entirely new legislation.

The section may be divided into three distinct parts, by each of which separate and self-contained powers are conferred, viz.:—

(i.) Sub-sections (1) to (6) inclusive and (9), relating to the enforcement of proper cultivation of arable or grass land and the execution of necessary works of maintenance;

(ii.) Sub-sections (7) and (8), relating to the appointment of a receiver and manager of a grossly mismanaged agricultural estate;

(iii.) Sub-section (10), relating to injurious weeds.

Before entering upon these distinct parts of Section 4 it may be pointed out that the powers of the section are, in the main, conferred upon the Minister. It is obvious, however, that in the great majority of cases they will in effect be delegated to and be put into force by the county agricultural committee, although, of course, the responsibility of the Minister will not be impaired, and this fact is indicated in certain instances by reference being made to such committees. It should be noted, however, that in some cases action by or the co-operation of the Minister is specially prescribed; *vide* in particular Sub-section (4) (*a*).

Sub-sections (1) to (6) and (9). (Enforcement of proper cultivation of arable or grass land and execution of necessary works of maintenance.)

As regards (i.) above—**Enforcement of proper cultivation, &c.**—attention must first be drawn to two definitions, viz., those of "the rules of good husbandry" and of "necessary works of maintenance," both of which are of great importance, and must be fully borne in mind.

The former—"rules of good husbandry"—will be found in Section 33 (4) of the Act. It was the subject of much discussion in Parliament, and possesses a double im-

portance, inasmuch as it defines the expression "rules of "good husbandry," not only for the purposes of the section now under examination, but also wherever otherwise used, notably in Section 10 (Compensation for disturbance), one of the most important provisions of the Act. It will be seen that the common use of this definition in this manner establishes an equipoise between Section 4 and Section 10. For the purposes of Section 4 it indicates the standard of husbandry (considerably higher than that usually associated hitherto with the expression "rules of good husbandry"), any falling off from which will bring into potential play the powers of enforcement of proper cultivation conferred upon the Minister, while for the purposes of Section 10 it will be only when the standard thus indicated has been attained that the tenant will be entitled to compensation for disturbance on receiving a notice to quit.

The latter definition—"necessary works of mainten- "ance"—will be found in Sub-section (9) of Section 4, and is required for the purposes of paragraphs (*c*) and (*d*) of Sub-section (1) and succeeding provisions. It will be noted that the definition of "rules of good husbandry" overlaps that of "necessary works of maintenance," in that it contains the substance of such latter definition together with more also; but the wording of the parts common to both is the same in effect, and the provisions for the purposes of which they are employed therefore "read" correctly. It will also be noted that in both cases care has been taken by the provisoes not to impose on any person any obligation which in the particular case he should not bear, this being necessary because of the definitions being made to apply, under varying conditions and in various sections, to owner, occupier, and tenant.

The significance of the above definitions being appreciated, Sub-sections (1) to (6) of Section 4 are straightforward, but there are other points to which attention may usefully be directed.

Sub-section (1) (*a*).

In the first place it should be noted that all land falling within the description of "a park garden or pleasure "ground or land adjoining a mansion-house or garden "attached thereto and required for their protection or "amenity or woodland or land cultivated for osiers" is withdrawn altogether from the operation of Sub-sections (1) to (6).

Sub-section (1) (*b*).

Secondly, it will be observed that the power given by Sub-section (1) (*b*) is in addition to and independent of

that given in paragraph (*a*). Both it and paragraph (*a*) must, however, be read in conjunction with the important words "so, however, as not to interfere with the discretion "of the occupier as to the crops to be grown" appearing later in the sub-section. It is submitted that there is nothing in the section authorising the making of "plough-"ing-up orders" except possibly in extreme cases under paragraph (*b*) of Sub-section (1).

Upon the point of the independence of paragraphs (*a*) and (*b*), it is also to be noted that the fact that the land was being cultivated according to the "rules of good "husbandry" would not necessarily prevent action being taken in a proper case under paragraph (*b*).

Sub-section (1) (*c*) and (*d*).

It may also be pointed out that paragraphs (*c*) and (*d*) of Sub-section (1) are complementary, the former providing for the case of an owner-occupier, and also for that of a tenant who is either liable to execute the works referred to or whose neglect or default has rendered them necessary; and the latter for the case of the owner of land in tenancy. In the latter case it is to be noted that the owner's liability is not limited merely to his legal liability to the tenant, but extends to all necessary works of maintenance "not being "works to which the preceding paragraph applies."

There is also a broad distinction of principle to be noted between the repealed Section 4 of the Act of 1917 and the section now under consideration. Under the former, provision was made for the Board of Agriculture (in the event of the occupier failing to comply with a cultivation order) to determine or procure the determination of the tenancy or (where the occupier in default was not a tenant) to enter on and take possession of the land and subsequently to let it, &c.; and further provision was made for the payment of compensation to persons who suffered loss by reason of the exercise of such powers.

The present provision, however, proceeds upon a different footing. In the first place the powers given by paragraph (*b*) of Sub-section (1) are much limited by the words "in the national interest and without injuriously "affecting the persons interested in the land or altering "the general character of the holding"; while the position of any person aggrieved by a notice is further safeguarded by the power to refer all questions at issue to arbitration. Further, there is no power to the Minister under Sub-sections (1) to (6) to determine or call for the determination of a tenancy or to take possession, the remedies provided

being either the institution of proceedings for a fine under Sub-section (4) (*a*) or the execution of the works and recovery of the cost under Sub-section (4) (*b*); while a power is also given to the Minister by Sub-section (5) of authorising a tenant to execute works in respect of which an owner is in default and to recover the cost.* In view of these modifications and added safeguards there is no longer any provision for the payment of compensation; and accordingly if any improvement in an existing method of cultivation is required by an order, and such order, after surviving, if necessary, the ordeal of arbitration, becomes effective, any loss sustained by persons concerned as a result of such improvement will be borne by them.

Lastly, it may be pointed out that the expression "owner" throughout Section 4 includes a person entitled for his life or other limited estate (Sub-section (12)).

Sub-sections (7) and (8). (Appointment of receiver and manager of grossly mismanaged agricultural estate.)

Turning to (ii.) above—**Sub-sections (7) and (8), relating to the appointment of a receiver and manager of a grossly mismanaged agricultural estate**—these provisions (for text see p. 71) are wholly new legislation and had no place in the Act of 1917. They confer upon the Minister a power of appointing, against the will of an owner, a receiver and manager of an agricultural estate in certain very exceptional circumstances. The words "grossly mismanages his estate "to such an extent as to prejudice materially the produc- "tion of food thereon or the welfare of those who are en- "gaged in the cultivation of the estate" are exceedingly strong, and indicate clearly that it is only to the very exceptional case that these provisions are intended to, or would, apply.

In the first place it should be noted that the expression "owner" again includes, for the purposes of the provision now under examination, a person entitled for his life or other limited estate.

Secondly, attention should be drawn to paragraph (*e*) of Sub-section (7), which provides that the powers conferred by the sub-section shall be in addition to and not in derogation of any other powers conferred upon the Minister by Section 4. It is thus made clear that two alternative courses will be open to the Minister in the case of any agricultural land to which his attention may be drawn. He may take action against the owner, tenant, or occupier, as the case may require, under Sub-sections (1) to (6) of

* See upon the new position created as regards repairs, note (5), on Section 4, p. 74 *post*.

the section (and would, no doubt, do so in the case of single farms), or in a gross case he may rely against the owner upon his powers under Sub-section (7). The latter power, it should be noted, can be put in force not only in respect of the whole of an "agricultural estate," but in respect "of any part thereof," though gross mismanagement of the estate as a whole is a necessary condition precedent to such action.

The expression "agricultural estate" is believed to be a new departure in statutory phraseology, and may give rise to question. The fact that the estate must be "agri-"cultural" in a broad and general sense before the sub-section can be brought into play is emphasised by the limitation contained in paragraph (*b*), which prevents the appointment of the receiver and manager extending to "any land or buildings which are not used or intended "to be used for agricultural purposes."

The operation of the sub-section is hedged about with numerous safeguards. Consultation with the agricultural committee by the Minister, a public inquiry, and the consideration of any representations of the owner are all prescribed as necessary conditions precedent to the making of an order of the Minister under Sub-section (7), and in addition no such order is to take effect until the expiration of six months from notice of the making of the order has been given to the owner, during which time he may appeal against the order to the High Court.

Upon an order becoming effective, the powers of the receiver and manager will be such as are usually enjoyed by receivers appointed by mortgagees (for the text of the applied provisions of the Conveyancing and Law of Property Act 1881, see hereafter p. 74), but special provision is made:—

(i.) that the order shall not except with consent extend to a mansion-house, or the gardens or grounds attached thereto or to any land which at the date of the order forms part of any park attached to or usually occupied with the mansion-house and required for its amenity or convenience or to any land or buildings which are not used or intended to be used for agricultural purposes; Section 4 (7) (*b*).

(ii.) for the protection of sporting rights; Section 4 (7) (*c*).

(iii.) for the rendering of annual reports and statements of account; Section 4 (7) (*d*).

Section 4 (7). First proviso.

(iv.) that, except with the consent of the owner or the approval of the High Court, a receiver may not sell or create any charge upon the estate or cut or sell timber or underwood:

Section 4 (7). Last two paragraphs.

(v.) for the owner being able to apply periodically for the revocation of the order, with a right of appeal against refusal and for its automatic revocation on sale;

Section 4 (8).

(vi.) for the making of a record of condition on the requisition of the owner.

Section 4 (10). (Relating to injurious weeds.)

To deal lastly with (iii.)—**Sub-section (10) of Section 4, relating to injurious weeds** (for text see p. 73)—this provision is new legislation. The power can be exercised only against the occupier, whether owner or tenant, and in the event of failure to comply with a notice under the sub-section, the provisions of Sub-section (4), relating to proceedings for a fine and to the power of the Minister to execute the work and recover the cost, are applied. Sub-section (6) of Section 4, which indicates that the time within which any work which may be required under the section shall be executed shall not be less than one month, does not apply to this sub-section having regard to the words used therein. Regulations are to be made by the Minister prescribing the injurious weeds to which the sub-section is to apply.

Section 9.

Section 9 (for text see p. 77) deals with the commencement of Part IV. of the Act of 1917 as now amended, and requires some explanation. It was provided by Section 11 (3) of that Act that the powers under the Defence of the Realm Regulations exerciseable by the Board of Agriculture with a view to maintaining the food supply of the country with respect to the matters dealt with in that Part, should cease to operate on the 21st August, 1918, or at the termination of the war, whichever was the earlier, whereupon Part IV. should come into operation. Such coming into operation was, however, subsequently postponed by the Corn Production Act, 1918, until the termination of the war, the Defence of the Realm Regulations being correspondingly continued. Part IV. of the Act of 1917 accordingly never came into operation until the 1st January, 1921, when, under Section 9 of the present Act, it took in its amended form the place of the Defence of the Realm Regulations which expired (subject as mentioned) on the same day.

Part II. of Act.

Head III.—Amendment of Agricultural Holdings Acts.

SUB-HEAD A.—COMPENSATION FOR DISTURBANCE IN RESPECT OF AGRICULTURAL HOLDINGS, ALLOTMENT GARDENS, AND COTTAGES; AND EXTENSION OF TENANCIES UNDER LEASES FOR A TERM OF YEARS.

Section 10; the definition of "rules of good husbandry" in Section 33; Section 13; Sections 11 and 12.

Section 10.—Before entering upon a general survey of the new principles introduced by the above provisions, it will be well briefly to recall the legal position as regards the matters with which they deal immediately prior to the passing of the present Act.

Under Section 11 of the Agricultural Holdings Act of 1908 compensation for disturbance was payable in the following circumstances:—

Where either of the two following conditions were present, viz.:—

(*a*) a landlord without good and sufficient cause *and* for reasons inconsistent with good estate management terminated a tenancy by notice to quit or, having been requested in writing at least one year before the expiration of a tenancy to grant a renewal thereof, refused to do so; or

(*b*) it had been proved that an increase of rent had been demanded from the tenant of a holding and that such increase was demanded by reason of an increase in the value of the holding due to improvements which had been executed by or at the cost of the tenant and for which he had not, either directly or indirectly, received an equivalent from the landlord and such demand resulted in the tenant quitting the holding—

then, unless the tenant became disentitled owing to the presence or absence of certain conditions provided for by the said section, he become entitled to compensation for

disturbance, in addition to any compensation to which he might be entitled in respect of improvements.

The *quantum* of compensation was "compensation for "the loss or expense directly attributable to his quitting the "holding which the tenant might unavoidably incur upon or "in connection with the sale or removal of his household "goods or his implements of husbandry, produce or farm "stock on or used in connection with the holding."

It followed, therefore, that before a claim for compensation for disturbance could be successfully maintained two main conditions precedent had to be satisfied :—

Either the tenancy must have been terminated by notice to quit given or a renewal of the tenancy must have been refused, without good and sufficient cause, *and* for reasons inconsistent with good estate management;

or the tenant must have quitted the holding as a result of a demand for an increase of rent, unjustifiably made in the circumstances above described.

Further, where such compensation was payable it was strictly limited to the *quantum* above described, which has become generally known as the "costs of removal."

It was also true that where a tenancy was terminated by a notice to quit, in circumstances which in all other respects entitled a tenant to compensation for disturbance under Section 11 of the Act of 1908, he would, in all probability, not have been deprived of such compensation (*e.g.*, since the passing of the Act of 1914, on a sale) merely because he farmed very indifferently, unless such indifference was so pronounced as to constitute "good and sufficient cause" for the notice to quit.

By the Small Holdings Act, 1910, a similar right to the same *quantum* of compensation was given to tenants dispossessed from their holdings with a view to the use of the land for the provision of small holdings.

Again, it having been judicially decided that a notice to quit given for the purposes of the sale of the holding was not a notice given "without good and sufficient cause and for "reasons inconsistent with good estate management," a similar right to the same *quantum* of compensation was, by the Agricultural Holdings Act, 1914, given to tenants affected in this manner.

Similarly, by Section 1 (2) of the Small Holdings

Colonies Act, 1916, compensation for disturbance on the same scale was secured to tenants dispossessed for the purposes of that Act.

The present Act repeals Section 11 of the Act of 1908, the Small Holdings Act, 1910, the Agricultural Holdings Act, 1914, and the Section 1 (2) of the Small Holdings Colonies Act, 1916 (*vide* Section 36 and Second Schedule), and sets up by Section 10 an entirely new code of law as regards compensation for disturbance. In so doing, it grafts on to it a system new to English law whereby a landlord or tenant may obtain readjustment of rent. And, in view of the fact that Section 11 of the Act of 1908 (now repealed) provided not only for the case of tenancies terminated by notice to quit, but for the case of a refusal to grant a renewal of a tenancy at the expiration thereof, this latter subject is also legislated for in Section 13 of the present Act.

The importance of these provisions, which with respect to "security of tenure" may be expected to hold the field for a generation, can hardly be overrated.

The full text of Sections 10 and 13 will be found on pages 78 and 87 of this Memorandum, but it is proposed here to give a brief summary of them, drawing attention to their principal features and the changes in the law they introduce.

Section 10 provides that where the tenancy of a holding terminates after the 1st January, 1921, by reason of a notice to quit given, after the 20th May, 1920, by the landlord, and in consequence of such notice the tenant quits the holding, then, unless the tenant becomes disentitled under any of the very numerous qualifying paragraphs more particularly dealt with hereafter, an entirely new *quantum* of compensation for disturbance shall be payable by the landlord to the tenant.

The section proceeds upon the basis not of enumerating the cases where the tenant shall receive such compensation, but of providing that he shall receive it in all cases, save where disentitled under the specific conditions enumerated. This method of treatment almost necessarily involves—as the list of disentitling conditions cannot in practice be so extended as to cover and describe every conceivable circumstance which should properly preclude the payment of compensation—the admission of some claims for compensation which would have failed under Section 11 of the Act of 1908 because of the

operation of the words "without good and sufficient cause" and "reasons inconsistent with good estate management." It will, in fact, be found on consideration that a gap is produced which in practice the disentitling provisions of the new section will not wholly fill. Thus perhaps the principal outstanding feature of the section may be said to be that none of the considerations arising out of the words "without good and sufficient cause and "for reasons inconsistent with good estate management" (which appeared in the repealed Section 11) arise, as these words (save in one minor instance hereafter quoted) find no place in the present Act. In every case of a yearly tenancy (the position of holdings let for a term of two years or upwards is dealt with hereafter), unless the land in the particular case is of a class excepted from the section, or unless the tenant is disentitled under any of the qualifying paragraphs above referred to, compensation upon the new scale will always be payable, no matter for what reason the notice to quit is given or however blameless the landlord may be.

It may also be pointed out that under Sub-section (12) the compensation for disturbance is to be in addition to any compensation to which the tenant may be entitled in respect of improvements, and where payable is to be payable notwithstanding any agreement to the contrary. The section itself (in paragraph (*g*) of Sub-section (7), which will be found dealt with in due course) makes, however, a slight incursion into this principle.

It may be noted in passing that the section does not apply to a tenancy for a year only.

Proceeding to a closer examination of the section, its provisions can most readily be grouped as follows and considered from the standpoints thus indicated:—

A.—The land excepted from the operation of the section.

Sub-section (11).

B.—The circumstances disentitling a tenant from compensation under the section, and the provisions as to readjustment of rent.

Paragraph (*a*) of Sub-section (1); the definition of "rules of good husbandry" in Section 33 and Sub-section (2); paragraphs (*b*) (*c*) (*d*) and (*f*), and proviso of Sub-section (1); paragraphs (*a*) (*b*) (*c*) (*d*)

(*e*) (*f*) and (*g*) of Sub-section (7), paragraph (*e*) of Sub-section (1); and Sub-sections (3) (4) and (5) as to readjustment of rent.

C.—The quantum of compensation and incidental provisions.

Sub-sections (6) and (8).

D.—Supplemental and transitory provisions.

Sub-sections (10) and (12); and Sub-sections (1) and (9).

A.—The Land Excepted from the Operation of the Section.

The section applies to all "holdings," save such as are expressly excepted under the provision next hereafter noted. "Holding" is defined in Section 48 of the Act of 1908 to mean "any parcel of land held by a tenant "which is either wholly agricultural or wholly pastoral "or in part agricultural and as to the residue pastoral "or in whole or in part cultivated as a market garden "and which is not let to the tenant during his con- "tinuance in any office appointment or employment held "under the landlord"; and as this part of the present Act has to be read as one with the Act of 1908, this definition holds good.

The excepted land is that described in Sub-section (11), viz., "any land which forms part of any park garden or "pleasure-ground attached to and usually occupied with "the mansion-house or any land adjoining the mansion- "house which is required for its protection or amenity." Where any such land is in tenancy and such tenancy is terminated by notice to quit, it is provided that the compensation for disturbance payable shall be such compensation (if any) as would have been payable under Section 11 of the Act of 1908 if the present Act had not been passed. In such rare cases, therefore, the provisions of that repealed section will still have to be resorted to, and the old considerations of "good and sufficient cause," &c., &c., will arise. This appears to be the only instance in which these familiar expressions will survive in future.

B.—The Circumstances Disentitling a Tenant from Compensation under the Section, and the Provisions as to Readjustment of Rent.

Turning to considerations arising out of the "dis-" "entitling" paragraphs grouped under "B" above and their incidental provisions, it may first be pointed out that those grouped in Sub-section (1) constitute the cases of neglect or default on the part of the tenant which will disentitle him from compensation for disturbance,* and those grouped in Sub-section (7) are (except in paragraphs (*a*) and (*b*)) those events or conditions which, irrespective of any action or default on the part of the tenant, will have the same result.

Dealing with them in order :—

Paragraph (a) of Sub-section (1); the definition of "rules "of good husbandry" in Section 33; and Sub-section (2).

If the tenant was not at the date of the notice to quit cultivating the holding according to the rules of good husbandry, he will be disentitled to receive compensation for disturbance. This is the second and one of the most important occasions when the definition of the "rules of "good husbandry," which has already been referred to, has to be applied. The standard set up thereby is a good standard, higher than has hitherto been associated with that expression, and this fact, and the necessity of such a standard being attained as a condition of obtaining compensation for disturbance, should (provided that tenancy agreements are properly drawn) tend to a general raising of the standard of agriculture in the public interest, as well, of course, as protecting the landlord from paying compensation where it has not been fairly earned. In this respect the present section travels further than the repealed Section 11, as already pointed out.

The onus of proof that the rules of good husbandry were not being observed will be upon the landlord, and Sub-section (2), in providing for certificates to that effect being granted or refused by the agricultural committee with an appeal by either landlord or tenant to an arbitrator, provides a ready and speedy means of settling disputes upon the point.

* And which must also, if relied upon, be specified in a notice to quit.

Paragraphs (b) Non-payment of rent or breach of covenant capable of being remedied, (c) Breach of covenant not capable of being remedied, (d) Bankruptcy, and (f) Execution of tenancy agreement; and proviso to Sub-section (1).

The first two disentitling paragraphs are complementary (except so far as (*b*) applies to rent) and all of them are necessitated by the omission of the provisions of Section 11 of the Act of 1908, relating to "good and sufficient "cause," &c. which, by reference to the contract of tenancy in the particular case, formerly afforded sufficient protection. In so far as paragraph (*b*) applies to rent, the necessity for its presence is the same.

Paragraph (*f*) (Refusal to execute tenancy agreement) sufficiently provides for one specific instance of that class of circumstance which may arise in the relations of landlord and tenant, and which sometimes cannot be cured otherwise than by the giving of a notice to quit.

The proviso to Sub-section (1) affords a further disentitling provision by enacting that a landlord may offer to withdraw a notice to quit, and that if the tenant refuses or unreasonably fails to accept such offer, the compensation shall not be payable.

Paragraphs (a) (b) (c) (d) (e) (f) and (g) of Sub-section (7).

Paragraph (*a*) (Valuation of stock, &c.) reproduces the general effect of a similar provision of paragraph (*a*) of the proviso to Section 11 of the Act of 1908. The word "fixtures" is new.

Paragraph (*b*) (Notice of intention to claim compensation) reproduces paragraph (*b*) of the last-mentioned proviso with, however, the important modification that whereas hitherto notice of intention to claim has had to be given within two months after receipt of the notice to quit, it may in future be given up to not less than one month before the termination of the tenancy.

Paragraph (*c*) (Death of tenant) reproduces paragraph (*c*) of the last-mentioned proviso exactly, so far as it is now appropriate.

Paragraph (*d*) (Cases under Section 23 of Act of 1908) requires some explanation. Section 23 of the Act of 1908 provides that where a notice to quit is given by the landlord of a holding to a tenant from year to year with a view

to the use of the land for certain specific purposes, it shall be no objection to the notice that it relates to part only of the holding, and further that the provisions of that Act respecting compensation are to apply as if the part to which the notice related were a separate holding, the rent of the residue of the holding being proportionately reduced. The tenant is, however, by the said section given the power of accepting the notice as a notice to quit the entire holding, to take effect at the expiration of the then current year of tenancy. These provisions will still hold good, but paragraph (*d*) provides that in a case where the tenant exercises his right last above described, the compensation for disturbance payable shall be limited to the part of the holding to which the notice to quit relates, in all cases where such part (together with any other part affected by any other previous notice given under the same section) is less than one-fourth of the original holding or where (even when this proportion is exceeded) the holding as proposed to be diminished is reasonably capable of being cultivated as a separate holding.

Paragraph (*e*) (Holdings let by statutory bodies, &c.) cuts into the principle which has been maintained as far as possible in the Act that by whomsoever and for whatsoever purpose a notice to quit is given, the loss to the tenant is the same, by exempting from liability to compensation for disturbance the bodies named in respect of land let by them. The fact, however, that the ownership of the land was in such hands would almost constitute notice to the tenant of the probability of early resumption, and this circumstance would no doubt have been reflected in most cases in the rent agreed to be paid. It is to be noted, however, that if possession of the land were resumed for the purposes of agriculture, compensation would be payable. This incidentally saves the position of tenants who are dispossessed of their holdings for small holdings purposes, who, now that the Small Holdings Act 1910 is repealed, will receive compensation for disturbance in accordance with Section 10 of the present Act.

Paragraph (*f*) (Permanent pasture let for grazing) provides for circumstances of a temporary "war" nature.

Paragraph (*g*) (Land let upon express terms as to resumption) is another instance of an incursion into the principle recently referred to. The provision is aimed at meeting hard cases, *e.g.*, of the widow of an owner-occupier with, say, a young son who finds herself unable

to work the farm pending her son's attaining an age to do so, and who might but for this provision be compelled to let the farm with the certainty of having to pay compensation for disturbance when desiring to regain possession for this purpose. The provision should work no injustice to the tenant who would take with his eyes open and offer a less rent accordingly.

Paragraph (e) of Sub-section (1), and Sub-sections (3) (4) and (5). (Readjustment of rent.)

Paragraph (*e*) of Sub-section (1), and Sub-section (3) are complementary to each other, while Sub-sections (4) and (5) are incidental (for text see pp. 78 to 80). These provisions introduce for the first time into English law the principle of adjustment of rent otherwise than by free bargaining.

It must be observed that where the landlord and tenant are not in agreement as to the existing rent and one or other of them takes advantage of these provisions and demands arbitration as to the rent, it will in practice be very dangerous for the other of them to refuse so to refer the matter. For if the request is made by the tenant and refused by the landlord, the tenant may give notice under Sub-section (3), and will thereupon, assuming he is not disentitled under either of paragraphs (*a*) (*b*) and (*c*) of Section 1, become entitled to compensation for disturbance. Similarly, on the other hand, if the landlord makes the request and the tenant refuses it, the landlord can give notice to quit without incurring any liability for compensation for disturbance. The result of the arbitration has no bearing on this matter at all; it is the refusal to submit the rent to arbitration (however unreasonable the request may be) that, subject to the provisions of Sub-section (4) hereafter dealt with, gives rise to the rights of the parties conferred by these sub-sections.

It will also be observed that a request to submit the rent to arbitration and a compliance with that request necessarily implies an agreement between the parties to abide (for the period hereafter explained) by the arbitrator's decision in the ordinary way. The adjusted rent when ascertained will derive its force and validity not directly from the Act but from the award, which will be founded on the agreement between the parties to submit the rent to arbitration.

These provisions while introducing an entirely new principle, nevertheless, as they stand, fall short of the establishment of any permanent tribunal for fixing rents according to a prescribed basis, such as a land court.

As will be seen hereafter, the tribunal prescribed by the Act for the settlement of disputes thereunder (of almost unlimited variety) is that of arbitration by a single arbitrator, selected from a panel to be set up by the Lord Chief Justice of England. From this panel, which will no doubt comprise many of the most eminent surveyors, agricultural valuers, and estate agents, an arbitrator will, in the absence of agreement between the parties, be nominated. There is therefore no permanent tribunal, but, on the contrary, a constantly changing one, which should possess the natural elasticity required to deal with the constantly varying conditions in point of locality, position and character of individual cases. Moreover, the method of ascertainment of the awarded rent is left almost entirely at large; there are no provisions as to "fair" or "equitable" rent or the like, but only some minor provisions (noted hereafter) as to the factors which shall, or shall not, be taken into account with regard to it. The arbitrator will therefore have a practically free hand to apply that knowledge and experience of local conditions and demands which will have fitted him for nomination.

By Sub-section (4) it was apparently intended to impose some limitation on the frequency with which the power of the parties to call for arbitration as to the rent could be exercised, but it would appear that these provisions do not modify what would necessarily happen under the other provisions of the Act when considered together with the general law on the subject.

Under paragraph (*c*) of Sub-section (1) and Sub-section (3) the awarded rent will take effect as from the next ensuing date at which the tenancy could have been terminated by notice to quit given by the landlord or tenant at the date of the said demand, *e.g.*, in the case of a Michaelmas tenancy, if a demand for arbitration were made in, say, March, 1921, the awarded rent would commence from Michaelmas, 1922. Sub-section (4) prevents the exercise of the right to demand arbitration with regard to rent, unless that right is exercised within six months after the commencement of the Act, in cases where the increase or reduction of the rent would take effect before the expiration of two years from the commencement of the tenancy or from a

previous alteration in the rent. Calculation would seem to show, however, that these provisions are not really operative, as in no case, whenever the demand is made, would time permit of the necessary notice to be given, the arbitration to be held, and the new rent to come into operation under the provisions of Sub-sections (1) (*c*) and (2) under two years.

The provision, however, in its reference to the last occasion on which a previous increase or reduction of rent took effect clears up the question of the minimum period which must elapse before the new awarded rent can be again altered. This is evidently two years from such "last "occasion." In the case of a Michaelmas tenancy commencing at Michaelmas, 1921, therefore, a demand made before Michaelmas, 1922, and a subsequent arbitration would bring the new awarded rent into effect at Michaelmas, 1923, and such new awarded rent could be again altered by a demand made before Michaelmas, 1924, and a new substituted rent brought into operation at Michaelmas, 1925.

In fact, under the operation of these provisions rent once newly fixed cannot be increased or reduced (except of course by agreement) more often than once every two years.*

Sub-section (5) safeguards both the landlord and tenant as to the factors which should be excluded in fixing the rent, and preserves principles already adopted in somewhat analogous provisions in the Act of 1908 relating to compensation.† It should, however, be pointed out that in addition to these principles an arbitrator sitting at a rent arbitration will be obliged, so long as Part III. of the Corn Production Act, 1917, and Part I. of the present Act remain in operation, to bear in mind the provisions of Section 8 (Rents not to be raised in consequence of Act) of the former Act. It is there provided that the rent payable under any contract of tenancy made or varied after the passing of that Act in respect of an agricultural holding shall, notwithstanding any agreement to the contrary, not exceed such rent as could have been obtained if Part I. (Minimum Prices of Wheat and Oats) of that Act had not been in force; and proceeds to prescribe the method (arbitration) by which any

* In connection with Sub-section (4), the provisions of Section 15 (4), relating to market gardens and referring to the provisions last dealt with, should be noted.

† Note also the provisions of Section 16 (3) and comments thereon on page 47 *post*.

dispute on the point should be determined. This provision will remain in force so long as the guarantees (as modified by Part I. of the present Act) continue, and must be borne in mind accordingly.

C.—The Quantum of Compensation and Incidental Provisions.

Sub-sections (6) and (8).

Attention has already been drawn (see p. 16) to the *quantum* of compensation for disturbance under Section 11 of the Act of 1908, commonly known as the "costs of "removal," but for convenience of comparison the two *quanta* are reproduced below:—

Section 11 of the Act of 1908.	*Section 10 (6) of the present Act.*
" . . . The tenant shall " . . . be entitled to com- " pensation for [the loss or " expense directly attribut- " able to his quitting the " holding which the tenant " may unavoidably incur up- " on or in connection with " the sale or removal of his " household goods or his " implements of husbandry " produce or farm stock on or " used in connection with " the holding.]"	" The compensation pay- " able under this section " shall be a sum representing " such [loss or expense " directly attributable to the " quitting of the holding as " the tenant may unavoid- " ably incur upon or in con- " nection with the sale or " removal of his household " goods, implements of hus- " bandry, fixtures, farm pro- " duce or farm stock on or " used in connection with " the holding,] and shall in- " clude all expenses reason- " ably incurred by him in the " preparation of his claim " for compensation (not " being costs of an arbitra- " tion to determine the " amount of the compensa- " tion), but for the avoidance " of disputes such sum shall, " for the purposes of this " Act, be computed at an

" amount equal to one year's
" rent of the holding, unless
" it is proved that the loss
" and expenses so incurred
" exceed an amount equal to
" one year's rent of the
" holding, in which case the
" sum recoverable shall be
" such as represents the
" whole loss and expenses
" so incurred up to a maxi-
" mum amount equal to two
" years' rent of the holding."

It will be seen that there are very material differences between the two *quanta*. In the first place, it should be noted that the chief operative words shown in each case within square brackets are the same except that in the present Act the word "fixtures" is new and the expression "farm produce" appears instead of "produce." Secondly, the *quantum* is now to include "all expenses "reasonably incurred by him in the preparation of his "claim for compensation (not being costs of an arbitration "to determine the amount of the compensation)."

These details having been noted, the fundamental differences are reached. Under the new provision, although the onus of proof will still be upon the tenant where occasion arises for its discharge, it will, speaking generally, never have to be discharged except where the tenant is dissatisfied with one year's rent of the holding as the measure of the loss or expenses he has incurred. Except in such cases there will be no necessity for proof of or for any assessment of such loss or expense, nor consequently for any arbitration, all tenants, unless disentitled under one or other of the disentitling provisions already considered and whether they have in fact suffered loss or not or whatever the amount of it may be, automatically becoming entitled to compensation amounting to one year's rent, for whatever reason, good or bad, the tenancy may have been terminated and the quitting takes place. It will only be when the tenant considers that the loss and expenses incurred by him exceed one year's rent of the holding that any necessity for proving and determining such loss by arbitration will arise. In such cases it must be proved by the tenant as hitherto, and the arbitrator

will determine the amount to be awarded subject to the limitation that the amount so awarded must not exceed a sum equal to two years' rent of the holding, even if the loss or expenses suffered and falling within the terms of the provision in fact exceed that sum.

It should be observed that where compensation is payable at all it will not vary according to whether the notice to quit was given "with good and sufficient "cause," &c. or not. Until a late stage in its progress through Parliament, the Bill for the Act differentiated between so-called "capricious" and "non-capricious" notices to quit, and inflicted heavy penalties on those who gave notices of the former variety, but these provisions were eventually withdrawn and there is now no such differentiation.

The word "rent" where used in the expression "one "year's rent" and "two years' rent" must be taken to be the gross rent reserved by the contract of tenancy, *i.e.*, without deduction of tithe or other outgoings.

It has been seen that this provision gives one year's rent as a practically universal measure of compensation. It is contrary, therefore, to the principles of compensation hitherto accepted, but must apparently be regarded as a somewhat rough-and-ready compromise intended to increase security of tenure and consequently improve the general standard of agriculture.

The reader may be reminded that, as already pointed out, the Small Holdings Act, 1910, the Agricultural Holdings Act, 1914, and Section 1 (2) of the Small Holdings Colonies Act, 1916, have been repealed, and that the position of tenants dispossessed for purposes of such holdings or of sale, which is at present protected thereby, will now fall within the provisions of Section 10 of the present Act equally with other dispossessed tenants.

Sub-section (8) provides for the reduction of the compensation where the loss suffered is reduced by reason of a tenant who holds two or more holdings continuing in possession of one or more of those, other than that which he is compelled to quit. In all such cases, even where the tenant is willing to accept the one year's rent given in all cases by Sub-section (6) as a sufficient measure of his loss, and does not wish to substantiate a greater claim, it would appear necessary that he should prove the actual loss suffered, as otherwise it will not be possible for an arbitrator to assess the reduction.

D.—Supplemental and Transitory Provisions.

Sub-sections (10) and (12), and Sub-sections (1) and (9).

Sub-section (10) provides that if any question arises as to whether compensation is payable under Section 10, or as to the amount payable by way of compensation under this section, it shall, in default of agreement, be determined by arbitration under the Act of 1908. This imports the provisions of Section 13 and the Second Schedule of that Act (as amended by the present Act in manner dealt with hereafter), and the procedure there prescribed, viz., a single arbitrator to be agreed between the parties or, in default of agreement, nominated by the Minister of Agriculture. The arbitrator may and is obliged, if so directed by the judge of the county court (whose direction may be given on the application of either party), to state in the form of a special case for the opinion of that court any question of law arising in the course of the arbitration, and any appeal will be from the county court to the Court of Appeal. On questions of fact, however, the decision of the arbitrator will be final.

The present Act will furnish arbitrators with a great variety of new questions for their decision. For example, under Section 10 alone, arbitrators may be asked to review the granting of, or refusal to grant, by an agricultural committee, a certificate that cultivation has not been according to the rules of good husbandry; to decide whether a tenant has failed to remedy a breach of some term or condition of the tenancy capable of being remedied or has committed a breach not capable of being remedied; to decide whether a tenant has unreasonably refused an offer by a landlord to withdraw a notice to quit; to decide whether a tenant has unreasonably refused to execute a tenancy agreement; to determine the rent to be paid for the holding; and to decide whether the residue of a holding, of which part is to be resumed, is reasonably capable of being cultivated as a separate holding. Throughout the Act recourse has been had almost without exception to arbitration as a means of settling disputes.

Sub-section (12).

In providing that compensation payable under Section 10 shall be in addition to any compensation to which the

tenant may be entitled in respect of improvements, and shall be payable notwithstanding any agreement to the contrary, this sub-section merely follows the terms of Section 11 of the Act of 1908.

The sub-section also provides that it shall be recoverable in the same manner as such compensation, which imports the terms of Section 14 of the Act of 1908, the manner being through the medium of the county court, *i.e.*, by execution, commitment, or attachment of debts as noted hereafter in detail where the text of the Act is annotated.

Sub-sections (1) and (9).

The latter part of Sub-section (1) and Sub-section (9) deal with those transitory cases which will occur within a short period from the commencement of the Act and also with future cases. Compensation for disturbance will in an otherwise proper case be payable where a tenant quits a holding after the commencement of the Act in consequence of a notice to quit given before the passing of the Act, provided that such notice was given after the 20th day of May, 1920 (the date of the introduction of the Bill for the Act). Any such notice would not of course have specified the reason for which it was given: and accordingly it is provided by Sub-section (9) that in such a case the landlord shall on due request furnish to a tenant a statement of such reasons, under penalty in case of unreasonable failure so to do of being liable to compensation for disturbance in any event. As regards all future cases, *i.e.*, those in which the notice to quit is given after the commencement of the Act, the latter part of Sub-section (1) provides in effect that if the notice does not state that it is given for one or more of the reasons specified in paragraphs (*a*) to (*f*) of that sub-section, compensation shall be payable notwithstanding that such reason may in fact exist. All future notices to quit will require, therefore, to be carefully framed with a view to this provision.

Section 13 (Extension of tenancies under leases for a term of years).

Earlier in this Memorandum (p. 17) it was pointed out that Section 11 of the Act of 1908, relating to compensation for disturbance, provided not only for the case of tenancies terminated by notice to quit, but for cases where there has been a refusal to grant a renewal of a tenancy at

the termination thereof, *i.e.*, without notice to quit. Section 10 of the present Act substitutes a new code of law as to compensation for disturbance, but it relates only to those cases where the tenancy of a holding terminates by reason of a notice to quit. In order to round off the situation, it was also necessary to deal with the latter class of case also, and this is done by Section 13 (for full text see p. 87).

The position of agricultural leases under this provision will be as follows :—

(*a*) Tenancies of two years or upwards granted or agreed to be granted before the 1st January, 1921, will be unaffected, run their usual course and terminate without notice to quit at the expiration of the term in the ordinary way, and upon such expiration no compensation for disturbance will be payable. It will be noted that in these cases the tenant stands in a worse position than under Section 11 of the Act of 1908. That section has been repealed, and as the present section specifically excludes existing leases, there can be no compensation for disturbance payable in future in respect of refusal to renew on the termination of an existing tenancy for two years or upwards.

(*b*) Tenancies of two years or upwards granted after the 1st January, 1921 (unless agreed to be granted before that date), will, on the contrary, not come to an end upon the expiration of the term unless the landlord or the tenant as the case may be gives to the other a written notice of intention to terminate. If such notice is given by the landlord, it will operate as a notice to quit "for the "purposes of the Act of 1908 and this Act"; the tenancy will terminate at the date given for its termination and (in the absence of "disentitling" circumstances) compensation for disturbance under Section 10 of the present Act will therefore be payable.

If such notice is given by the tenant, it will similarly operate as a notice to quit, and the tenancy will terminate at the date fixed for its termination; but compensation for disturbance would not, of course, be payable as a result of a tenant's notice.

If no such notice is given by either party, the tenancy will continue as from the expiration of the term for which it was granted as a tenancy from year to year, but otherwise on the terms of the original tenancy so far as appliable. It follows that if and when this tenancy from year to year is determined by the landlord by notice to quit, the provisions of the Act with regard to compensation for disturbance will become operative.

In this way all agricultural tenancies granted in the future for terms of two years or upwards will be brought into line with the tenancies determinable only by notice to quit dealt with by Section 10.

It may be noted in passing that landlords who desire that an agricultural tenancy for two years or upwards granted after the 1st January, 1921 (other than those agreed to be granted before that date), shall terminate at the due date, and therefore wish to give the notice prescribed by Sub-section (1), but are naturally anxious to avoid incurring liability for compensation for disturbance, may find themselves in a difficult position. Should the tenant also desire to terminate the tenancy at the expiration of the term fixed, it would seem that each party will wait upon the other until the last possible moment in the hope, in the case of the landlord, of avoiding, and in the case of the tenant, of securing such compensation.

Section 11 (Compensation for disturbance in case of allotment gardens); and—

Section 12 (Application of Act to cottage on holdings under Act of 1908).

These two sections (for text see pp. 84 and 85) apply to other conditions some of the principles and provisions of Section 10. Both constitute entirely new legislation, and frankly represent compromises arrived at with the interests affected. They are not distinguished for logical construction or for clearness of drafting, being bad specimens of "legislation by application."

Under **Section 11** the position of the tenant of an allotment garden dispossessed by notice to quit as regards compensation for disturbance will be as follows:—

(*a*) Where one year's notice or more than one year's notice is given, the tenant will receive "Section 10 compensation," *i.e.*, one year's rent, or if

a loss greater than that represented by one year's rent can be proved, then a sum representing such loss up to a maximum of two years' rent ;

(*b*) Where less than one year's notice is given, but possession of the land is reasonably required for naval, military, or air force purposes, or for building, mining, or other industrial purposes, or for roads necessary in connection with any of those purposes (hereafter for convenience collectively referred to as "special purposes"), the compensation payable will be "Section 10 compensation" as in (*a*) above ;

(*c*) Where less than one year's notice is given and the allotment is not reasonably required for "special " purposes," the tenant will receive either, whichever is the greater, of the following two measures of compensation, viz. :—

(i.) "Section 10 compensation" ; or

(ii.) an amount representing the benefits which would have accrued to the occupier from the occupation of the allotment garden on the terms of the expired tenancy during the period between the date of the expiration of the tenancy and the end of one year from the date on which the notice to quit was given.

Thus if the tenancy is made to expire at Michaelmas, 1922, by notice given at Midsummer, 1922, the occupier would receive an amount representing the benefits from Michaelmas, 1922, to Midsummer, 1923, if that amount exceeded the "Section 10 compensation."

The reason for the differentiation in Sub-clause (3) between allotments provided by local authorities and those provided by private landowners is that the duty of a local authority to provide allotment gardens is limited to their own inhabitants, and under the Small Holdings and Allotments Act, 1908, provision is made for determining tenancies by a month's notice when the tenant resides more than one mile outside the district of the local authority. In these circumstances it was thought unreasonable to provide for compensation for disturbance in such cases.

The method of determining compensation applied by Sub-section (4) (Allotments and Cottage Gardens (Com-

pensation for Crops) Act, 1887) is that of a reference to a single arbitrator appointed in case of dispute by the Justices of the Peace for the petty sessional division in which the holding is situate, who appoint either one of their number or "other competent person." (See note, p. 84 hereafter.)

The section makes use of some vague expressions which may give rise to difficulty, viz., "with the necessary "modifications," "benefits which would have accrued," and "other industrial purposes." A perusal of Section 10 with Section 11 in mind will also find the reader in doubt in more than one instance as to which of the provisions of Section 10 are capable of application with or without "necessary modification." For instance, it is submitted that, if one of the terms of the tenancy of an allotment garden were that it should not be sub-let, assigned or parted with or used otherwise than for the purposes of such a garden, and there was a breach of this provision, the tenant would be deprived of compensation for disturbance under paragraphs (*b*) or (*c*) of Section 10 (1) as applied to Section 11. But there are some provisions of Section 10 as to the application or non-application of which it is extremely difficult to form a confident opinion.

Section 12.

Section 12 (for text see p. 85) provides for the payment of compensation for disturbance to workmen when dispossessed of their cottages by the tenant of the holding of which they form part.

In the first place, it should be carefully noted that the section only applies to "a dwelling-house (including a "garden attached thereto) to which the Act of 1908 applies," *i.e.*, to tied cottages only, whether held under a contract of tenancy between the tenant of the holding and the workman or merely where occupation of the house is allowed as part of the contract of employment. Cottages let direct by the tenant's landlord to the workman do not fall within the clause.

To those cottages which are within the section the provisions of Section 10 are applied with, however, numerous modifications and exceptions. In the first place, the *quantum* of compensation is to be "fifty-two times the maximum "weekly value (not exceeding in any case three shillings) of "the benefit of the provision of a cottage free from rent and "rates as determined for the district under the provisions of "the Act of 1917" (Sub-section (2)). The maximum of

three shillings was imposed to meet the fact that Ministerial undertakings have been given that the sum of three shillings per week now allowed by the Agricultural Wages Board as the value of the benefit of a cottage free from rent and rates shall be reconsidered with a view to its increase, which would have resulted, in the absence of a maximum, in the increase of the compensation here prescribed to an unreasonable figure.

Secondly, the tribunal for the settlement of a question as to whether compensation is payable or as to the amount payable is to be not an arbitrator but the district wages committee or a sub-committee to which power in that behalf has been delegated by the committee. It will be for them to grant certificates under Sub-section (1) (*b*) that the termination of the occupation of the cottage is necessary or expedient to enable the holding to be worked properly or to better advantage, and to decide whether the employment of the workman has been terminated on account of his misconduct.

Sub-section (1) of the section also contains important provisions which will very materially reduce the number of cases in which compensation will be payable. In the first place, under paragraph (*a*), if after not more than six weeks' trial a workman is found unsatisfactory and is dismissed, no claim will arise. Again, under paragraph (*c*), if the workman is engaged for the fixed term of a year or a half year (as is common in the north of England) and his occupation is then terminated, no compensation will be payable. And under paragraph (*d*), if the workman holds over until after the expiration of the notice to terminate his occupation, or until the expiration of two months from the date of the notice, whichever is the later, there will be the same result.

The method again adopted in this section of applying to a different set of circumstances the provisions of Section 10, "so far as the same are capable of application," may lead to difficulty, though in this respect Section 12 is rather more precise than Section 11. All the paragraphs, (*a*) to (*f*) inclusive, of Section 10 (1) are excepted from application by Sub-section (1) (*e*) of Section 12, and "misconduct" is specified as the only "reason" in lieu of those contained in those paragraphs; while Sub-section (2) (Certificates of cultivation not being in accordance with rules of good husbandry), and (3) (Adjustment of rent), and paragraph (*b*) of Sub-section (7) (Notice of intention

to claim compensation) of Section 10 are also specifically excepted by Sub-section (3) of Section 12.

SUB-HEAD B.—LAW AS TO IMPROVEMENTS.

Sections 15 and 27; Section 29 and First Schedule (for text see pp. 88, 96, 97, and 105).

Section 15.—Sub-sections (1) and (2) of Section 15 relate to improvements comprised in Part I. of the First Schedule to the Act of 1908; Sub-sections (3) and (4) to those comprised in the Third Schedule to that Act (Market Gardens); while Sub-sections (5) (6) and (7) contain provisions common to both subjects dealt with by the section. Section 27 and Section 29 and the First Schedule also effect certain changes.

Before describing these changes, which are much less extensive than those contemplated when the Bill was first introduced, it will be well briefly to recall the present legal position, firstly as regards the improvements comprised in the three parts of the First Schedule to the Act of 1908, and secondly as regards market gardens.

Improvements comprised in Third Part of First Schedule to Act of 1908.

As is well known, the First Schedule to the Act of 1908 is divided into three Parts. Compensation cannot be recovered by the tenant in respect of any improvements set out in the First Part, unless the consent of the landlord has been obtained previously to the execution of the improvement. The improvements comprised in the First Part of the First Schedule were:—

(1) Erection, alteration, or enlargement of buildings:
(2) Formation of silos:
(3) Laying down of permanent pasture;
(4) Making and planting of osier beds;
(5) Making of water meadows or works of irrigation;
(6) Making of gardens;
(7) Making or improvement of roads or bridges;
(8) Making or improvement of watercourses, ponds, wells, or reservoirs, or of works for the application of water power or for supply of water for agricultural or domestic purposes;
(9) Making or removal of permanent fences;
(10) Planting of hops;
(11) Planting of orchards or fruit bushes;
(12) Protecting young fruit trees;
(13) Reclaiming of waste land;
(14) Warping or weiring of land;
(15) Embankments and sluices against floods
(16) Erection of wirework in hop gardens.

Nor in respect of the improvement (drainage) set out in the Second Part can the tenant receive compensation unless he has not more than three nor less than two months before beginning to execute the improvement given notice to the landlord of his intention, whereupon the landlord may execute the improvement and recover from the tenant, as rent, a sum not exceeding 5 per cent. on the outlay incurred, or not exceeding such annual sum payable for a period of twenty-five years as will repay that outlay in that period with interest at the rate of 3 per cent. per annum, but failing such execution by the landlord, the tenant may execute the improvement and recover compensation in respect thereof at the expiration of the tenancy.

Improvement comprised in Second Part of First Schedule to Act of 1908.

As regards improvements set out in the Third Part of the First Schedule to the Act of 1908, which were as follows :—

Improvements comprised in First Schedule to the Act of 1908.

(18) Chalking of land ;
(19) Clay-burning ;
(20) Claying of land or spreading blaes upon land ;
(21) Liming of land ;
(22) Marling of land ;
(23) Application to land of purchased artificial or other purchased manure ;
(24) Consumption on the holding by cattle, sheep, or pigs, or by horses other than those regularly employed on the holding, of corn, cake, or other feeding stuff not produced on the holding ;
(25) Consumption on the holding by cattle, sheep, or pigs, or by horses other than those regularly employed on the holding, of corn proved by satisfactory evidence to have been produced and consumed on the holding ;
(26) Laying down temporary pasture with clover, grass, lucerne, sainfoin, or other seeds sown more than two years prior to the determination of the tenancy ;
(27) Repairs to buildings, being buildings necessary for the proper cultivation or working of the holding, other than repairs which the tenant is himself under an obligation to execute : *

no consent of or notice to the landlord was required, and the tenant's rights to compensation in respect of such improvements executed by him is absolute, but the landlord and the tenant might, under Section 4 of the Act of 1908, by an agreement in writing exclude the provisions of the Act as regards such improvements, provided always that such agreement secured to the tenant " fair and reason- " able " compensation " having regard to the circumstances " existing at the time of making the agreement."

* For remarks on this provision, see note 5 to Section 4, p. 74.

The following alterations are made in the law as above set out by the provisions under examination :—

I.—Changes in the law as regards improvements contained in Part I. of the First Schedule to the Act of 1908, i.e., *those to which consent of landlord is required :—*

(*a*) By Section 29 and the First Schedule the following additions are made to the sixteen improvements comprised in Part I. of the First Schedule to the Act of 1908 :—

"(16*a*) Provision of permanent sheep-
" dipping accommodation ;

"(16*b*) In the case of arable land, the
" removal of bracken, gorse, tree roots,
" boulders, or other like obstructions to
" cultivation."

(*b*) By Section 15 (1) it is provided that where the landlord refuses or within a reasonable time fails to consent to the making of an improvement comprised in Part I. of the First Schedule to the Act of 1908, and not comprised in the Third Schedule thereto (*i.e.*, items 1 to 16, and (16*a*) and (16*b*) above, with one important exception especially noted hereafter) and which is declared by regulation made by the Minister to be an improvement to which this sub-section applies, either absolutely or except upon such terms as the tenant is unwilling to accept, the agricultural committee may in effect transfer the improvement from Part I. of that Schedule to Part II. thereof. In other words, instead of the tenant being obliged to obtain the landlord's consent, the improvement would be treated as drainage is at present treated under Part II., *i.e.*, after notice from the tenant the landlord will have the option of executing the improvement, charging an annual percentage to the tenant as rent, or in default the tenant may execute it and recover compensation in respect thereof at the expiration of the tenancy.

There are several important features of this provision to be carefully noted, viz. :—

(i.) Item 1 (Erection, alteration, or enlargement of buildings) is wholly excepted and will remain in Part I. of the First Schedule to the Act of 1908, and the landlord will continue to have in this one case an absolute veto;

(ii.) The question of which (if any) of the remaining items numbers (2) to (16*b*) inclusive of the said Part I. of the First Schedule, as now amended, will be brought into the ambit of the provision is left entirely at large, to be dealt with by regulation made by the Minister. The provision is, therefore, incomplete as it stands, and until the regulations become effective there can be no change in the present law;

(iii.) In considering any such application for transfer from Part I. to Part II., the agricultural committee must have special regard to the estimated cost of the improvement in relation to the rent of the holding (proviso to Sub-section (1)). They must also have regard to the likelihood of the land being required for any purpose other than agriculture (Sub-section (6)).

(*c*) A very important provision is also contained in Sub-section (7) of Section 15, which enables either landlord or tenant, in any disputed case relating to the execution of improvements, to exclude altogether the jurisdiction of the agricultural committee and submit the matter to an arbitrator, who in coming to a decision will be bound to pay regard to the same conditions as are imposed by the section on an agricultural committee;

(*d*) The regulations by which the Minister will hereafter define which of the items (2) to (16*b*) are to fall within the provision are to be laid in draft before both Houses of Parliament, and are in effect made subject to their approval;

(*e*) By Sub-section (2) the Minister may vary the percentages and period mentioned in Section 3 (3) of the Act of 1908 (namely, 5 per cent. on

the outlay incurred in executing an improvement as the maximum amount to be recovered from the tenant by way of annual addition to the rent; or 25 years and 3 per cent. as the period and percentage to be adopted for the purpose of annual repayments of capital and interest, if that method be adopted) so as to bring them into accord with present-day conditions.

II.—Changes in the law as regards improvements comprised in Part II. of the First Schedule to the Act of 1908, i.e., *those in respect of which notice to landlord is required:—*

No change is made as regards this part of the First Schedule to the Act of 1908, except that under the provisions last dealt with items which now appear in the First Part of that Schedule, as now amended, may in effect be transferred to the Second Part; and except the powers given to the Minister for the variation of the period and percentages already referred to.

III.—Changes in the law as regards improvements comprised in Part III. of the First Schedule to the Act of 1908, i.e., *those in respect of which neither notice to nor consent of the landlord is required:—*

(*a*) By Section 29 and the First Schedule, to paragraph (26) of Part III. of the First Schedule to the Act of 1908 which read as follows:—

"Laying down temporary pasture with "clover, grass, lucerne, sainfoin, or other "seeds, sown more than two years prior to "the determination of the tenancy,"

are added the words—

"in so far as the value of the temporary "pasture on the holding at the time of quitting exceeds the value of the temporary "pasture on the holding at the commencement of the tenancy for which the tenant "did not pay compensation."

(*b*) Section 4 of the Act of 1908 provided that where any agreement in writing secured to the

tenant of a holding for any improvement comprised in Part III. of the First Schedule to the Act of 1908 fair and reasonable compensation, having regard to the circumstances existing at the time of making the agreement, the compensation so secured should, as respects that improvement, be substituted for compensation under that Act. To that extent, therefore, and to that extent only, the Act of 1908 permitted "contracting out" of its provisions as regards compensation for improvements comprised in the First Schedule, which "contracting out" was otherwise expressly avoided by Section 5 thereof. Section 27 of the present Act (for text see p. 96) restricts the future application of the said Section 4 of the Act of 1908 to market garden improvements to which the provisions of Section 42 of the Act of 1908 apply or are directed by the present Act to apply. As regards improvements comprised in the Third Part of the First Schedule to the Act of 1908, it therefore repeals for the future the limited power of contracting out hitherto allowed, while saving (*vide* proviso to Section 27) the position of agreements of this character entered into prior to the 1st January, 1921. The effect of Section 27 as regards market garden improvements will be found discussed under that head.

As regards improvements comprised in Part III. of the First Schedule to the Act of 1908, therefore, the only change made by the present Act (in addition to the modification of paragraph (26) above noted) is that the tenant cannot in future, even to the extent hitherto permitted by Section 4 of the Act of 1908, contract himself out of the compensation for improvements provided for by that Act.

Market gardens.

Turning to the present position of market garden improvements and the changes brought about by Sections 15 and 27 of the present Act, the following is a short summary of the law on the subject immediately before the 1st January, 1921 :—

The position of holdings let or treated as market gardens was regulated by the Third Schedule of the Act of 1908, and by Section 42 thereof. Section 42 thereof, how-

ever, only applied (1) to holdings which were definitely let or agreed to be treated as market gardens, and (2) to holdings of which the present tenant was in possession under a tenancy in existence on the 1st January, 1896, and which were at that date in use or cultivated as market gardens with the knowledge of the landlord. Where one or other of these conditions were present in the case of a holding, Section 42 of the Act of 1908 applied to it, and the tenant possessed the following special powers:—

(*a*) On quitting the holding the tenant was entitled to compensation in respect of the market garden improvements set out in the Third Schedule to the Act of 1908, even if he had effected them without the landlord's consent or without notifying him, *i.e.* (in the words of Section 42 of the Act of 1908), as if such improvements were comprised in Part III. of the Act of 1908;

(*b*) He could claim compensation in respect of the whole or part of an improvement which he had purchased without having obtained the landlord's consent to such purchase, such as is necessary in the case of a tenant of an ordinary holding under Section 7 of the Act of 1908;

(*c*) He could, before the termination of his tenancy, remove all fruit trees and fruit bushes planted by him and not permanently set out;

(*d*) He could remove every fixture or building which was acquired by him since 31st December, 1900, or that had been affixed or erected by him at any time; *i.e.*, not only those affixed or erected since 1st January, 1884, as in the case of an ordinary holding under Section 21 (2) of the Act of 1908.

Save, however, where one or other of the two conditions above described existed, a landlord could effectually prevent a holding being used as a market garden.

Changes in the law as to market gardens effected by Sections 15 *and* 27.

The position described in the last preceding paragraphs is very materially altered by Sub-sections (3) and (4) of

Section 15 and by Section 27. Where a landlord refuses or within a reasonable time fails to agree in writing that the holding or part of the holding shall be treated as a market garden, the agricultural committee may, on the application of the tenant, and after certain conditions precedent have been satisfied, direct that Section 42 of the Act of 1908 shall apply, either in respect of all or some only of the improvements specified in the Third Schedule to the Act of 1908, to the holding, or to part thereof.

The section then proceeds to provide that, where such direction is given, it shall be subject to such conditions for the protection of the landlord as the agricultural committee shall think fit to attach to it, and that certain other provisions shall in any case have effect. These provisions enact in effect that if the tenancy is terminated by notice to quit given by the tenant or by reason of the tenant becoming bankrupt or compounding with his creditors, the Evesham custom shall apply. The result will be that in either of the events last mentioned the tenant must find a substantial and otherwise suitable tenant to succeed him, and to pay on entering all compensation payable under the Act of 1908 or the contract of tenancy, and that if no such successor is forthcoming, the landlord will be relieved of any liability to pay compensation in respect of the improvements specified in the direction. If, on the other hand, the landlord chooses to give the tenant notice to quit and can find no successor willing to pay the outgoing tenant the prescribed compensation, or if he fails to accept as an incoming tenant the suitable person put forward by the outgoing tenant, he will himself become liable to pay compensation to the outgoing tenant.

In this connection it must be remembered that the rights given to the tenant of a market garden under Section 42 of the Act of 1908 are in addition to the rights given to him by that Act as an ordinary agricultural tenant. This position is preserved by the present Act, and in any case therefore in which Section 42 of the Act of 1908 was directed to apply to a holding and the landlord subsequently gave notice to quit, not only would he have the very heavy market garden compensation to pay in addition to ordinary market garden improvements, but also compensation for disturbance (on the scale laid down by Section 10 of the Act, *i.e.*, up to two years' rent). These provisions, therefore, by reason of the heavy liability on disturbance they impose, practically confer, it is submitted,

fixity of tenure upon the tenant of a market garden, to which they are made to relate, and his nominees.

There are a number of safeguards imposed in Section 15 which should prevent indiscriminate resort to the powers it confers :—

(1) An agricultural committee cannot, by means of such a direction as they are empowered to give, authorise the breaking up of meadow land or pasture for market gardening purposes (proviso to Sub-section (3));

(2) The agricultural committee, before giving a direction, must hear the landlord or his representative, and must be satisfied that the holding, or part of the holding, is suitable for the purpose of market gardening (Sub-section (3)), and also have regard to the likelihood of the land being required for any purpose other than agriculture, *e.g.*, building (Sub-section (6)) ;

(3) Sub-section (7)—already referred to—applies to this part of Section 15 also, and either landlord or tenant may elect to refer the settlement of the matter to an arbitrator instead of to the agricultural committee.

Attention may also be directed to the provisions of paragraphs (*b*) and (*c*) of Sub-section (3) and of Sub-section (4), relating to consequential matters.

Section 27.

The provisions of **Section 27** of the present Act, already referred to, apply particularly to these market garden provisions. Hitherto Section 4 of the Act of 1908 has applied only to agreements as to compensation for improvements comprised in Part III. of the First Schedule to the Act of 1908, and has permitted "contracting out" with regard to them in a modified degree. While, as already stated, this permission will no longer apply to these improvements, it will apply to "improvements to which the provisions of "Section 42 of the Act of 1908 apply or are directed under "this Act to apply." Accordingly, in future, in cases (enumerated on page 42), to which Section 42 already applies, and in cases to which it will apply by reason of a direction of an agricultural committee or arbitrator under Section 15, it will be possible for landlord and tenant to contract out of the provisions of the Act of 1908, as now amended, with regard to market garden improvements, so

long as the substituted compensation provided for by the agreement is "fair and reasonable compensation, having "regard to the circumstances existing at the time of making "the agreement." This provision was inserted to meet the case of certain local customs with regard to market gardens (notably in Essex), which are preferred in the localities where they are practised to the provisions of the Act of 1908 or to the Evesham custom.

Sub-head C.—Compensation for Adoption of Special Standard or System of Farming and Compensation to Landlord for Deterioration of Holding.

Sections 16 and 19.

These two sections are in some senses complementary.

Section 16 (for text see p. 90) was inserted in the Bill to meet a grievance of long standing among tenant farmers, which was endorsed by the Report of the Agricultural Policy Sub-Committee of the Ministry of Reconstruction (commonly known as "Lord Selborne's "Committee") in the following terms :—

> "It is clear that a man who is under an obligation "to cultivate his land in a husbandlike manner, and "to leave it clean and in good heart and condition, "should not be compensated for carrying out the "terms of his contract; but there is real force in "the argument that the man who has done more "than this, and who by high farming has consistently "grown heavier crops, and consequently has been "able to produce more manure, should not at the "termination of his tenancy be required to hand "over an improved holding without adequate com-"pensation for its increase in value. We are of "opinion that the Acts should be so amended as to "make it clear that a claim for an improvement of this "character may be sustained . . . ."

The section provides that where a tenant who quits a holding after the 1st January, 1921, on so quitting proves to the satisfaction of an arbitrator that the value of the holding to an incoming tenant has been increased during the tenancy by the continuous adoption of a standard of farming or a system of farming which has been more

beneficial to the holding than the standard or system (if any) required by the contract of tenancy, then (subject to the conditions contained in paragraphs (*a*) and (*b*) of the proviso and in Sub-section (2), more particularly noted hereafter) an arbitrator shall award to the tenant such compensation as in his opinion represents the value to an incoming tenant of the adoption of that standard or system.

In attempting to form a conclusion as to the class of cases which will give rise to special compensation under this section and the general extent of its operation, a number of factors must be borne in mind.

In the first place, the claim may arise in two ways, viz., either by the continuous adoption of (*a*) a standard, or (*b*) a system of farming more beneficial to the holding than the standard or system (if any) required by the contract of tenancy.

Dealing with the first alternative, viz., the "standard," it will be remembered that the standard of farming required by the Act, if the ordinary—and in future universal—right to compensation for disturbance is not to be lost to the tenant, is contained in the definition of "rules of good "husbandry," and includes the maintenance of the land, clean and in a good state of cultivation and fertility and in good condition. The standard required before a claim under Section 16 can arise must evidently therefore be higher than this, as it is inconceivable that a standard which would only enable a tenant to escape disqualification for compensation which is in future to be accorded in all ordinary cases could give rise to a claim under the present section.

Further, before compensation under this section can be awarded, it must be shown that the standard of farming attained is more beneficial than the standard required by the contract of tenancy. Most tenancy agreements already insist (and at any rate may be relied upon in future to insist) on a high standard of agriculture, higher than the standard set up by the Act in the definition of "rules of "good husbandry."

Moreover, the value which must be shown to have increased is the value to an incoming tenant. These words would appear to have a specially restrictive influence in a case where a claim is based upon the adoption of a "more beneficial *system of* farming." The arbitrator's task will presumably be to assess the additional value, not

already compensated for, accruing to a hypothetical tenant of average capacity who might and probably would not have the knowledge or experience required to take advantage of conditions brought about by some specially intensive or scientific system of farming practised by the outgoer.

Paragraph (*c*) of Sub-section (1) makes it clear that in awarding compensation under this section an arbitrator must not include anything in respect of an increase of value in so far as such increase is, in fact, due to an improvement comprised in the First Schedule to the Act of 1908 already compensated for; while Sub-section (2) will prevent any compensation for such increase in value, as is specified in this section, being given in the guise of compensation for improvements comprised in the First or Third Schedule to that Act.

The provisions of paragraph (*a*) of Sub-section (1), limiting the application of the section to those cases only where a record of condition has been kept, will also operate in practice to restrict the number of claims thereunder.

Upon a general consideration of the section, therefore, the conviction grows that it will only be in few cases of a very special character that claims under this section will be sustained if due effect is given to its provisions.

Sub-section (3) of the section, which provides that the continuous adoption of such a beneficial standard or system of farming shall be treated as an improvement for the purposes of the provisions of the Act relating to the determination of rent, refers to Sub-section (5) of Section 10, where the arbitrator is instructed, in determining what rent is properly payable in respect of a holding, not to take into account any increase in the value which is due to improvements which have been executed thereon at the expense of the tenant, &c., and will thus prevent rent being increased because of increase of value due to the existence of such a standard or system.

Section 19 (for text, see p. 92) was treated in Parliament (and its phraseology to some extent supports such treatment) as complementary to Section 16, last dealt with. It should, however, also be considered in conjunction with Section 18 (Arbitration on quitting holding), dealt with under the next Sub-head hereof. It will be remembered that under Section 6 (3) of the Act of 1908 a landlord had no power of claiming *under that Act* for waste in a case where the tenant made no claim for compensation

for improvements; although he could at any time (subject to the Statute of Limitations) commence an action for waste or dilapidation. In future, however, having regard to Section 18 of the present Act, while he will be able to make a claim for waste, &c., which will be dealt with by arbitration irrespective of whether the tenant makes a claim or not, his remedy by action of waste is taken away. Section 19 really amounts to a declaration that, among other things, a landlord may recover before an arbitrator compensation for deterioration of a holding due to the failure of a tenant to cultivate the holding according to the rules of good husbandry, as now defined, or the terms of the contract of tenancy. It therefore adds little, if anything, to the provisions of Section 18, considered under the next Sub-head. The first proviso imposes, however, a condition, which is new, that the landlord must, before the termination of the tenancy, give notice in writing to the tenant of his intention to make a claim for deterioration if, but only if, the claim is made under this section.

Sub-head D.—Provisions as to Arbitration.

Sections 18, 20, and 21.

Section 18

Section 18 (Arbitration on quitting holding—for text see p. 91) is of importance as radically altering the provisions of Section 6 (Determination of claims to compensation) of the Act of 1908, and must be read in conjunction with Section 36 and the Second Schedule of the present Act which repeals Sub-sections (2) and (3) of the said Section 6.

By that section it was first provided that if a tenant of a holding claimed to be entitled to compensation whether under the Act of 1908 or under custom or agreement or otherwise in respect of any improvement comprised in the First Schedule to that Act, and a difference arose, that difference should be settled by arbitration. Sub-section (2) of the said section then proceeded to provide that (in general) notice of the intention to make a claim should be given by the tenant before the termination of the tenancy. Sub-section (3) provided that where, but only where, any claim by a tenant for compensation in respect of any improvement comprised in the First Schedule to the Act of 1908 was referred to arbitration, and any sum was claimed to be due to the tenant from the landlord in respect of any breach of contract or otherwise in respect of the holding, or to the landlord from the tenant in respect of any waste or

in respect of breach of contract or otherwise in respect of the holding, the party claiming that sum might by notice in writing to the other party require the arbitration to extend to the determination of the claim to that sum.

These two sub-sections are now repealed, and Section 18 provides that in future any question or difference "arising "out of any claim by the tenant of a holding against the "landlord for compensation payable under the Act of 1908 "(*i.e.*, as amended by the present Act—Section 33 (6)) or "for any sums claimed to be due to the tenant from the land- "lord for any breach of contract or otherwise in respect of "the holding or out of any claim by the landlord against "the tenant for waste wrongly committed or permitted by "the tenant, or for any breach of contract or otherwise in "respect of the holding, *or any other question or difference* "*of any kind whatsoever between the landlord or the* "*tenant of the holding arising out of the termination of* "*the tenancy of the holding or arising, whether during* "*the tenancy or on the termination thereof, as to the con-* "*struction of the contract of tenancy, shall be determined* "*by arbitration under the Act of* 1908."

It will be seen that the landlord's alternative remedy of action for waste or dilapidation, to which hitherto he has had to resort in cases where no claim was made by the tenant for compensation for improvements, and where accordingly the landlord's claim for waste could not be dealt with by arbitration under the Act of 1908, is taken away and in future the landlord's claims can and must be dealt with by the arbitrator. The words italicised above show the extended jurisdiction also given to the arbitrator, which so far as they relate to questions of construction of agreements increase the importance of Rule 9 of the rules as to arbitrations contained in Part II. of the Schedule to the Act of 1908, whereby an arbitrator can be required to state a case for the county court.

Sub-section (2) substitutes for the above quoted provision of Section 6 (2) of the Act of 1908 a provision that both landlord and tenant must (in general), if their claims are to be enforceable, give particulars thereof to the other before the expiration of two months from the termination of the tenancy, instead of before the termination thereof as hitherto.*

* As to the authority nominating the arbitrator in default of agreement under the Corn Production Acts and the Agricultural Holdings Acts respectively, see note to Section 5, p. 76 *post*.

Section 20.

Sub-section (1) of **Section 20** (Provision for expediting and reducing costs of arbitration—for text see p. 92) empowers the Minister to make by rule such provisions as he thinks desirable for expediting or reducing the costs of proceedings on arbitration under the Act of 1908, provided that such provision is not inconsistent with the rules contained in the Second Schedule to the Act of 1908. Provision is made in Sub-section (3) giving an opportunity to either House of Parliament to disapprove of the rules before they shall become effective. The provisions of Sub-section (1) probably indicate the intended promulgation of rules limiting the number of witnesses or restricting the employment of barristers or solicitors in accordance with what has become the practice in other recent Acts of Parliament.

In passing, it should be noted that Section 29 and the First Schedule to the present Act amend Rule 10 in the Second Schedule to the Act of 1908 by providing that the day which, under that rule, must be fixed by an award for the payment of the money awarded as compensation costs or otherwise, shall not be later than one month after the delivery of the award, instead of not sooner than one month or later than two months, as hitherto.

Sub-section (2) of Section 20 imposes an obligation on an arbitrator to state separately in his award in all cases the amounts awarded in respect of the several claims referred to him. Hitherto the position has been, under Rule 10 of the Rules as to Arbitrations contained in the Second Schedule to the Act of 1908, that an arbitrator was bound so to do on the application of either party. Paragraph (*b*) of the same sub-section gives to the arbitrator a discretionary power to make an interim award for the payment of any sum on account of the sum to be finally awarded.

Section 21.

Section 21 (Constitution of panel of arbitrators and provision as to arbitrators' remuneration—for text see p. 93) calls for little comment. The duty of appointing the members of the panel is entrusted to the Lord Chief Justice of England without the obligation of seeking the advice of any representative bodies as was originally suggested in the Bill for the Act as introduced. Sub-section (3) deals with the difficulty which has not infrequently occurred in the past through default in taking up the arbitrator's award, by making the parties jointly liable to the arbitrator for his

remuneration, without prejudice as to the party upon whom this expense will ultimately fall under the award.

Sub-head E.—Notices to Quit.

Section 28 (for text see p 96.). Section 28.

Before the Agricultural Holdings Act of 1883, where there was no agreement or custom determining the length of notices to quit, the half-year's notice expiring with a year of the tenancy was by law necessary and sufficient to terminate it.

Section 22 of the Act of 1908 made a year's notice "so "expiring" necessary and sufficient for the determination of the tenancy. But its application was limited. In the first place it only applied to tenancies from year to year. And it was judicially held (as a result of the words "unless the "landlord and the tenant agree in writing that this section "shall not apply") that it did not apply to a tenancy from year to year determinable by express agreement of the parties on six months' notice to quit. It was, therefore, until the commencement of the present Act, quite open to landlord and tenant mutually to agree by writing under their hands that Section 22 should not apply, and they might substitute six months, three months, or any other agreed period of notice.

Section 28 repeals Section 22 of the Act of 1908, and provides that, notwithstanding any provision to the contrary and except in the cases (particularly noted hereafter) excepted from the application of that section by Sub-section (3), a notice to quit a holding shall be invalid if it purports to terminate the tenancy before the expiration of twelve months from the end of the then current year of tenancy.

The savings are set out out in Sub-section (3), and are :—

(*a*) Notices given for what may be called "national "purposes";

(*b*) Notices given by corporations carrying on certain statutory undertakings in respect of any land acquired by them for the purposes of such undertaking or by a Government Department or local authority where possession of the land is required for the purpose for which it was acquired or appropriated, but subject to the important con-

dition that that purpose must not be the use of the land for agriculture ;

(*c*) Notices given in pursuance of a provision in a contract of tenancy authorising the resumption of the holding or some part thereof for some specified purpose, except, again, the use of the land for agriculture. This is an important saving in favour of the very usual provisions in tenancy agreements for the resumption of land for building or mineral purposes ;

(*d*) Notices given by a tenant to a sub-tenant ;

(*e*) Notices given before the 1st January, 1921 ;

and in addition (Sub-section (i.))—

(*f*) Cases where a receiving order in bankruptcy is made against the tenant, thus following the precedent in this respect of Section 22 of the Act of 1908. In such cases the common law right revives, in the absence of special provision by agreement, and either the landlord or the trustee in bankruptcy may determine the tenancy upon a half-year's notice expiring with a completed year of the tenancy.

There are several matters arising upon this section to which attention should be drawn :—

(1) It should be noted that the section applies to all tenancies of agricultural holdings and not only to tenancies from year to year, as in the case of Section 22 of the Act of 1908. In every case in future (except those specially excepted as above) not less than twelve months' notice from the end of the then current year of tenancy will be the rule, whatever the contract of tenancy may provide.

(2) The section differs from Section 22 of the Act of 1908 in that contracting out is forbidden.

(3) The present Act does not repeal the Agricultural Land Sales (Restriction of Notices to Quit) Act, 1919, though it amends it in manner noted hereafter (see p. 60). This Act, it will be remembered, provides in effect that if a holding is sold during the currency of a notice to quit, the notice becomes null and void, and a fresh notice must

be given to the tenant. This provision will still stand, and must be borne in mind in considering the effect of the section now under consideration.

Sub-head F.—Minor Amendments of Agricultural Holdings Acts.

Sections 14, 17, 22, 23, 24, 25, 26, and 29.

Section 14 (Amendment of Landlord and Tenant Act, 1851—for text see p. 87) provides that when the tenancy of a holding determines in the circumstances mentioned in Section 1 of the Act named, the tenant, instead of continuing in occupation, as provided by that section, until the expiration of the then current year of his tenancy, shall continue in occupation until the occupation is determined by a twelve months' notice to quit expiring at the end of a year of the tenancy. The circumstances referred to in Section 1 of the Landlord and Tenant Act, 1851, are the determination by the death or the cesser of the estate of any landlord entitled for life or for any other uncertain interest of the lease or tenancy of any farm or lands held by a tenant at rack-rent. In such cases, therefore, in future a notice to quit will be required before the tenancy will terminate, which has not been necessary hitherto. By the Second Schedule to the present Act, the proviso to Section 1 of the Act of 1851, which declared that no notice to quit should be required, is accordingly repealed. Section 14.

Section 17 (Determination of claims for compensation where a holding is divided—for text see p. 91) is of an administrative character and requires no special comment. Section 17.

As regards **Section 22** (Resumption of part of holding by landlord—for text see p. 94), Section 23 of the Act of 1908 enumerated certain purposes and provided that where notice to quit is given by a landlord of a holding to a tenant from year to year with a view to the use of the land for any of those purposes, and the notice states that it is given with a view to any such use, certain consequences shall follow, viz.:— Section 22.

(*a*) It shall be no objection to the notice that it relates to part only of the holding;

(*b*) The provisions of the Act of 1908 respecting compensation shall apply as if the parts to which the notice relates were part of a separate holding;

(*c*) The tenant shall be entitled to a proportionate reduction of rent in respect of any depreciation in value to him of the residue of the holding caused by severance or by the use made of the part severed.

A tenant may within 28 days of such a notice serve on the landlord a counter-notice to the effect that he accepts it as a notice to quit the entire holding, to take effect at the expiration of the then current year of tenancy.

It is to be particularly noted that the above provision has hitherto only applied, and will still apply, to tenancies from year to year.

The present section provides that in all cases where after the 1st January, 1921, the landlord of a holding gives notice (*i.e.*, whether a tenancy from year to year or a longer tenancy) *in pursuance of a provision in that behalf in the contract of tenancy* of his intention to resume possession of some part of the holding, the provisions of paragraphs (*b*) and (*c*) of Section 23 of the Act of 1908—*i.e.*, those provisions described under (*b*) and (*c*) above, but *not* the proviso as to the counter-notice, shall apply as if the notice were such a notice to quit as is mentioned in the said Section 23. The reason for the application of part only of the terms of Section 23 is, of course, that the resumption of part of the holding was contemplated by the contract of tenancy, and no case for a counter-notice would therefore arise.

The question arises, both in the construction of Section 23 as it will apply in future to tenancies from year to year and as it will apply under the present section to all cases of tenancies where a provision as to resumption of possession contained in the contract is put into force, as to what will be included in the expression "provisions of the Act "respecting compensation." Up to the commencement of the present Act a tenant could not claim compensation for disturbance under Section 11 of the Act of 1908 in cases of resumption under Section 23 of that Act, nor, in the absence of special provision, in cases of resumption under a provision in the contract of tenancy, because in all such cases the depriving of a tenant of land for the purposes mentioned would almost certainly have been considered a "good and sufficient cause" within the meaning of the first-named section.

In future the position will be that, as regards cases of resumption under Section 23 of the Act of 1908, the matter

will be regulated by Sub-section (7) (*d*) of Section 10 of the present Act, which has already been commented upon (see p. 21) ; but as regards cases where resumption takes place under a provision contained in the contract of tenancy, it is clear that, in respect of the part of which possession is resumed, compensation for disturbance upon the new scale laid down by Section 10 will be payable, the apportioned rent being applied to determine the one year's rent payable in ordinary cases, subject, as the proviso to the present section ensures, to allowance being made for any benefit or relief allowed to the tenant in respect of land resumed.

An amendment made to paragraph (iii.) of Section 23 of the Act of 1908 by the First and Second Schedules to the present Act should be noted. In future one of the purposes for which a resumption notice under that section may be given will be "the provision of allotments," and not necessarily the "provision of allotments for labourers" only.

Section 23.

Section 23 (Amendment of Section 40 of the Act of 1908 —for text see p. 94) relates to the powers of a bishop in respect of ecclesiastical lands, and of an incumbent in respect of glebe lands, and is not of general interest. The repeals involved in the amendments made by this section are repeated in the Second Schedule to the present Act.

Section 24.

The object of **Section 24** (Extension of meaning of holding—for text see p. 95) is to deal with those cases where, because part of a "holding" "A" would, if it had been let separately, not have been a "holding," the whole of "holding" "A" is accordingly not regarded as a holding under the Act of 1908, and no compensation is therefore payable under that Act. The point turns upon the definition of "holding" in the Act of 1908, and the object of the section is to reverse the decision in *Lancaster* v. *Macnamara* (1918), 2 K.B., 472, where the Court of Appeal held that where the property comprised in a lease included not only a farm but an inn forming an important part of the demised premises, and in which a separate business was carried on, neither the whole property nor the farm constituted a "holding" within the meaning of the Act of 1908, and that therefore the tenant could not obtain compensation under the Act either in respect of the whole property or the farm alone. It will be noted that if the section is applied to the facts of the case quoted, the tenant would be entitled to compensation (including com-

pensation for disturbance under Section 10 upon the new scale) in respect of the farm, but not of the inn.

Section 25. **Section 25** (Prohibition of removal of manure, &c., after notice to determine tenancy—for text see p. 95).

Section 26 of the Act of 1908 contains the present code of law, which is very well known, relating to freedom of cropping and disposal of produce. That section is not repealed or amended in any way by the Act. Section 25 puts upon the tenant a further obligation, namely, that where notice to terminate the tenancy of a holding is given either by the landlord or the tenant, the tenant shall not, subject to any agreement to the contrary, at any time after the date of the notice, sell or remove from the holding any manure or compost, or any hay, straw or roots grown in the last year of the tenancy unless and until he has given the landlord or incoming tenant a reasonable opportunity of agreeing to purchase on the termination of the tenancy at their fair market value, or at such other value as is provided by the contract of tenancy, the said manure, compost, hay, straw, or roots.

The provision will therefore operate concurrently with Section 26 of the Act of 1908, with the result that, if such option to the landlord is declined, the tenant will still (where required by custom, contract, or agreement to consume his hay, straw, &c., on the holding) be under an obligation to return to the holding the full equivalent manurial value of all crops sold off or removed from the holding in contravention of such custom, contract, or agreement.

The provision is in accordance with the recommendation contained in paragraph 280, page 75, of the Report of Lord Selborne's Committee, which was as follows :—

> "In order to meet the needs of districts where "no custom obtains, tenants holding under no agree- "ment should be required to farm the land fully and "properly, and according to the accepted rules of "good husbandry during the last year of the tenancy, "and in such a manner that the incomer may not be "prejudiced either by the land not being left properly "cultivated or cropped, or by there not being left "thereon a sufficient quantity of hay, straw, or manure "to ensure the continuity of economic management. "For this purpose the outgoing tenant should be "required to give the first option to purchase at a

"valuation manure, hay or straw which he proposes "to sell off in the last year of his tenancy to the "incoming tenant or the landlord."

It is to be noted—

(i.) That the obligation to return the full equivalent manurial value only arises under Section 26 of the Act of 1908, when the tenant is required by custom or agreement to consume the produce on the holding;

(ii.) That the present section, on the contrary, applies whether there is such a custom or contract or not, though it can be contracted out of;

(iii.) That the words "grown in the last year of "the tenancy" are of importance. These words are intended to meet the cases of *Gale* v. *Bates* (65 L. J., Ex. 235); and *Meggeson* v. *Groves* (W. N. [1916], p. 378), by which it has been decided that a covenant not to sell off hay during the last year of the tenancy applied to all hay on the farm whether grown in the last year or not.

Section 26.

Section 26 (Record of holding—for text see p. 95) replaces Section 27 of the Act of 1908, which is repealed by the Second Schedule to the Act. Under that section, if either party at the commencement of a tenancy so required, a record of condition was to be made within three months after the commencement of the tenancy. The present section provides that the requirement may be made at any time during the tenancy, and specifies no time within which it shall be made. It also extends, where the tenant so requires, to a record of any existing improvements executed by the tenant, or for which he is, under Section 7 of the Act of 1908, entitled to claim compensation (*i.e.*, improvements compensation for which was paid by him to an outgoing tenant), and of any fixtures or buildings which, under Section 21 of that Act, he is entitled to remove. The similar Section 27 of the Act of 1908, now repealed, did not extend to these two matters. As regards the persons by whom the cost of the record shall be borne, the present section affects no alteration.

Section 29.

Section 29 (Minor Amendments of Act of 1908 and of the Agricultural Land Sales (Restriction of Notices to Quit) Act, 1919) effects by reference to the two parts of the First Schedule to the present Act certain minor amendments in these two statutes.

Dealing with them in order as they appear in that Schedule :—

Act of 1908.

Sect. 1

Sub-section (1) of Section 1 of the Act of 1908 provides that "Where a tenant of a holding has made thereon any improvement comprised in the First Schedule to this Act he shall . . . be entitled . . . to obtain . . . compensation."

It is proposed to make this read: "Where a tenant of a holding has made thereon any improvement comprised in the First Schedule to this Act *and the tenancy was entered upon after the first day of January*, 1921, *whether the improvement was or was not an improvement which he was required to make by the the terms of his tenancy* . . ."

The intention of this amendment clearly was that in future cases compensation for improvements should be payable whether or not the improvement is called for by the contract of tenancy. Owing, however, to an omission, the strict meaning of the provision, as amended, is very different, but in the circumstances it is not thought that judicial effect will be given to it (*vide* remarks on this subject hereafter, page 63 *post*).

Tenancy agreements sometimes provide that a tenant shall execute a certain improvement, and an allowance either in the rent or otherwise is made in consideration of his accepting this condition. This amendment was not intended to have the effect of upsetting legitimate arrangements of this kind, as, by the second amendment made by this Schedule, Sub-section (2) (*a*) of Section 1 of the Act of 1908 will in future provide that there shall be taken into account "any

Act of 1908—(*contd.*).

" benefit which the landlord has given or allowed " to the tenant in consideration of the tenant " executing the improvement *whether expressly* " *stated in the contract of tenancy to be so* " *given or allowed or not* " (the words italicised being new).

The third amendment to Section 1 will make Sub-section (2) (*b*) of that section provide that in ascertaining the amount of compensation there shall be taken into account, as respects manuring, the value of the manure required by the contract of tenancy or by custom to be returned to the holding in respect of any crops *grown on and* sold off or removed from the holding within the last two years of the tenancy . . . (the words italicised being new). This amendment is to meet the cases of *Gale* v. *Bates* and *Meggeson* v. *Groves* already referred to (see page 57).

Sect. 5

This section has hitherto provided that (subject to the other provisions of the Act of 1908) any contract made by a tenant of a holding by virtue of which he is deprived of his right to claim compensation under that Act, *in respect of any improvement comprised* in *the First Schedule thereto*, should be void so far as it deprived him of that right. The words italicised are now repealed, so that the section in question will now cover claims for (*inter alia*) compensation for disturbance, as well as for the improvements previously specified.

Sect. 15

This section was for the principal benefit of landowners who own less than the fee simple, and enabled them, on paying compensation, to obtain a charge upon the holding therefor. The words now added extend this power so as to include compensation for disturbance and the costs of the charge.

Act of 1908—(*contd.*).

Sect. 23 — This amendment has already been noted (see p. 55).

Sect. 31 — This is a consequential amendment, and provides that the set-off for compensation against rent distrained for shall extend to compensation for disturbance as well as compensation for improvements.

First Schedule / Second Schedule — These amendments have already been noted (see pp. 38, 40, and 50).

Agricultural Land Sales (*Restriction of Notices to Quit*) *Act*, 1919.

Sect. 1 — This Act (already referred to, see p. 52) provided that on the making after 19th August, 1919, of any contract for sale of a holding or any part of a holding held by a tenant from year to year, any then current and unexpired notice to determine the tenancy of the holding given to the tenant, either before or after the above date, should be null and void unless the tenant should after that date and prior to the contract of sale by writing agree that such notice should be valid. It was held by the High Court in the case of *Robinson* v. *Nesbit* that the Act was not confined to a notice to quit and a sale by the same person, and accordingly that a notice to quit which was otherwise valid would be invalidated by a sub-sale of part of the holding made after the sale by the person who gave the notice to quit. The Act is now amended so as to cure the defect disclosed by the case in question, and a notice will only in future be voided where the notice and subsequent sale are given and made by the same person.

Part III. of Act.

Head IV.—Miscellaneous Provisions.

Sections 30, 31, 32, 33, 34, 35, 36, and Second Schedule.

Section 30 (Expenses—for text see p. 97) relates to the expenses of meeting payments under the guarantees provided by Part I. of the Act of 1917, as amended by Part I. of the present Act, and other expenses thereunder which are to be defrayed out of moneys provided by Parliament. Section 30.

Section 31 (Provision as to powers by agricultural committees—for text see p. 97) by its first sub-section enables an agricultural committee to delegate any of its powers under any Act to a sub-committee except where otherwise expressly provided by any such Acts. An exception is also made in the case of "the power conferred by this section"—words which are not very clear. Apparently they are intended to refer to the power of delegation conferred by the sub-section itself. The Ministry of Agriculture and Fisheries Act, 1919, which inaugurated agricultural committees, provided for the establishment of small holdings and allotments sub-committees, and diseases of animals sub-committees, with duties indicated by these titles, and the present sub-section is an indication that certain of the powers of the present Act conferred upon agricultural committees will be actually put into force by cultivation sub-committees, which (though many exist) have at present no separate statutory existence. Section 31.

Sub-section (2) imposes on members of agricultural committees a disability of moderate severity from taking part in decisions of such committees in which they are interested. Complete detachment is almost impossible in practice if men in touch with local conditions and of the requisite knowledge and experience are to serve, and the provision should sufficiently remedy a defect in the Act of 1919, which was silent on this point.

Section 32 (Dwelling-houses occupied by workmen employed in agriculture—for text see p. 98). Section 32.

Section 14 of the Housing and Town Planning Act, 1909, made it an implied condition in the case of the letting

for habitation of any house of a rent not exceeding (in rural districts) £16 per annum that the house was at the commencement of the holding in all respects reasonably fit for human habitation. Section 15 of the same Act created a similar condition that the house should during the letting be kept in all respects reasonably fit for human habitation.

Both these sections, however, apply to "letting at a "rent." The present section puts in precisely the same position similar houses which are not let at a rent but provided as part of the workman's remuneration.

The tenant farmer who allows a workman in his employ to occupy one of the cottages let to the tenant with a farm is therefore put in this respect in the same position as the owner who lets working-class property to which the two sections of the Act of 1909 apply. The proviso saves untouched any liability there may be as between the tenant and his landlord with reference to the repair of the cottage.

Section 33.

Section 33 (Interpretation).

All the definitions contained in this section have already been commented upon (*vide*, in particular, pp. 9 and 20).

Sections 34 and 35.

This Memorandum is not concerned with **Section 34** (Application to Scotland); and **Section 35** (Act not to apply to Ireland) is sufficiently explained by its marginal note.*

Section 36.

Under **Section 36** (Commencement, repeal, and short title) it is first provided that, as already noted, the Act shall come into operation on the 1st January, 1921. Subsection (3) and the Second Schedule effect a number of repeals, all of which have, however, been referred to as they arose in the course of this Memorandum. Sub-section (3) also contains the necessary savings to protect the position of all parties under the exercise of the powers given by the Defence of the Realm Regulations in the circumstances already explained (see p. 14).

The Bill for the present Act, dealing as it did with controversial questions of a complicated character, was the subject of much discussion in Parliament. It was very materially amended in the House of Lords, and its

* See, however, remarks on p. 63.

concluding stages were completed immediately before Christmas 1920, in circumstances of great pressure. It is not surprising, therefore, that careful perusal of it discloses some results which are probably unintentional, and which arise either from inadvertent errors or omissions, or possibly from insufficient time being allowed to appreciate the indirect results of amendments. It may perhaps be useful to set out such of these as have come to light in the course of the preparation of this Memorandum, though it is not suggested that the list given is exhaustive :—

(1) *Application of the present Act and the Corn Production Act, 1917, to Ireland.*—By Section 18 (2) of the Act of 1917 that Act applied to Ireland subject to certain modifications. Section 19 (2) of that Act provided that it should, except as otherwise provided, come into operation on the 21st August, 1917, and continue in force until the 31st December, 1922, unless meanwhile Parliament made provision for its continuance.

The present Act (Section 35) provides that "this Act "shall not apply to Ireland." Having regard to the overriding fact that the present Act does not apply to Ireland, it would appear that the position is that the Act of 1917 (including the minimum guaranteed prices prescribed by Section 2 (1) thereof) will (in the modified form in which it was originally applied to Ireland) continue to apply to Ireland until the end of 1922, and that after that date the Act of 1917 will cease to apply to Ireland altogether. As the present Act does not apply to Ireland, the provision contained in Section 2 (1) (*a*) of the Act, so far as it refers to the Department of Agriculture and Technical Instruction for Ireland, becomes meaningless.

(2) *Amendment of Section 1 (1) of Act of 1908 by Section 29 and First Schedule of the present Act* (*vide p. 58 ante*).—By the introduction of the words italicised below, these provisions make Section 1 of the Act of 1908 read as follows :—

> "Where a tenant of a holding has made thereon "any improvement comprised in the First Schedule "to this Act *and the tenancy was entered upon after* "*the first day of January, 1921, whether the im-* "*provement was or was not an improvement which* "*he was required to make by the terms of his* "*tenancy*, he shall, subject as in this Act mentioned, "be entitled . . . . to obtain . . . . compensation . . . ."

The intention is obvious, but owing, it is suggested, to the accidental omission of the word "where" after "and" (the first of the italicised words), the result achieved, if strictly construed, is to deprive all tenants whose tenancies were entered upon prior to or on the 1st day of January, 1921, of all compensation for improvements. The introduction of the word "where" where indicated above, and the introduction of a parenthesis as follows:—

> "Where a tenant of a holding has made thereon "any improvement comprised in the First Schedule "to this Act, and (where the tenancy was entered "upon after the first day of January, 1921), whether "the improvement was or was not an improvement "which he was required to make by the terms of his "tenancy, he shall . . . ."

would have brought about the desired result. In so obvious a case, however, it is not thought that the Court would enforce an interpretation so clearly against the intention and so remarkable in its results.

(3) *Section* 12. *Last line of first paragraph of Sub-section* (4).—The word "tenant" here appearing seems an obvious mistake for "workman."

(4) The position of tenants holding under agricultural tenancies for terms of two years or upwards as regards compensation for disturbance (commented upon on p. 31 *ante*)—the result of Section 13 (3).

(5) The position of tenants holding under such tenancies as mentioned in (4) above, in relation to their sub-tenants (commented upon in note (5) to Section 10; see p. 83 *post*), the result of the same provision.

(6) The provisions of Section 10 (4) bearing upon the readjustment of rent (discussed on p. 24 *ante*).

AGRICULTURE ACT, 1920.

(10 & 11 Geo. 5, Ch. 76.)

ARRANGEMENT OF SECTIONS.

CHAPTER 76.

A.D. 1920.

An Act to amend the Corn Production Act, 1917, and the Enactments relating to Agricultural Holdings.

[23rd December 1920.]

BE it enacted by the King's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows :—

PART I.

Amendment of the Corn Production Act, 1917.

SECTION 1.

Continuance of Corn Production Act, 1917.

7 & 8 Geo. 5. c. 46.

1.—(1) Subject as hereinafter provided, the provisions of the Act of 1917 (1) shall continue in force until Parliament otherwise determines :

Provided that it shall be lawful for His Majesty, on an Address presented to him by both Houses of Parliament praying that the Act of 1917 shall cease to be in force, by Order in Council to declare that that Act shall cease to be in force on the expiration of the fourth year subsequent to the year in which the Order is made.

(2) In the event of an Order in Council being made under this section, the expiration of the provisions of the Act of 1917 by virtue of the Order shall not affect the right to any payments under Part I. of that Act in respect of the wheat and oats of the year on the termination of which those provisions expire or of any previous year, or any rights, privileges, obligations or liabilities acquired, accrued, or incurred under those provisions before the date on which those provisions expire, or any penalty, forfeiture, or punishment incurred in respect of any offence committed under those provisions before that date, or in respect of any statement or representation made in connection with a claim

under those provisions, whether the statement, representation, or claim was made before or after that date.

For general remarks on Sections 1, 2, 3, 5, 6, 7, and 8, see pp. 7 and 8 *ante*.

(1) *i.e.*, as amended by this Act. Sections 33 (5) and 33 (6) provide that "the Act of 1917" means the Corn Production Act, 1917, and that references to that Act or to any of its provisions shall be construed as referring to that Act or to that provision as amended by any other Act, including this Act. Section 36 (2) provides that Part I. of this Act shall be construed as one with the Act of 1917.

SECTION 2.

Amendment as to minimum price and average price.

2.—(1) The minimum prices for the wheat and oats of the year nineteen hundred and twenty-one and any subsequent year shall be such prices for a statutory quarter as correspond to the following minimum prices for the wheat and oats respectively of the year nineteen hundred and nineteen (hereinafter referred to as "the standard year"):—

Wheat ...	... 68*s.* per customary quarter of 504 pounds.	
Oats ...	... 46*s.* „ „ 336 „	

and the corresponding minimum prices shall be fixed in respect of each year in accordance with the following provisions:—

(*a*) The Commissioners to be appointed under this Part of this Act shall, as soon as possible after the completion of the harvest in the year nineteen hundred and twenty-one and each subsequent year, ascertain, after consideration of any information furnished by the Minister, the Board of Agriculture for Scotland, and the Department of Agriculture and Technical Instruction for Ireland, the percentage by which the cost of production of the wheat and oats respectively of that year is greater or less than the cost of production of the wheat and oats respectively of the standard year;

(*b*) In ascertaining the variation in the cost of production no account shall be taken of any variation of rent, except any variation that is attributable to a variation in the cost of maintenance;

(*c*) The corresponding minimum prices for the wheat and oats respectively of any year shall be such sums as are certified by the Commissioners to bear to the minimum prices for the wheat and oats respectively of the standard year the same proportion as the cost of production of the wheat and oats respectively of the year for which the prices are to be fixed bears to the cost of production of the wheat and oats respectively of the standard year.

(2) Any fraction of a penny in the average price or minimum price per statutory quarter shall be disregarded.

(3) The foregoing provisions of this section shall have effect in substitution for the provisions of sub-section (1) of section two of the Act of 1917. (1)

(4) The expression "statutory quarter" shall be substituted for the expression "quarter" wherever that expression occurs in the Act of 1917.

(1) The prices fixed by the sub-section referred to were :—

Crop for Year.	Wheat price per statutory quarter of 480 lbs.	Oats price per statutory quarter of 300 lbs.
1917	60*s.*	38*s.* 6*d.*
1918 } 1919 }	55*s.*	32*s.*
1920 } 1921 } 1922 }	45*s.*	24*s.*

SECTION 3.

Appointment, remuneration, and powers of Commissioners.

3.—(1) For the purposes of this Part of this Act, there shall be three Commissioners, one of whom shall be appointed by the Minister, and the Board of Agriculture for Scotland jointly, one by the Treasury and one by the Board of Trade.

(2) There shall be paid to the Commissioners such remuneration as the Treasury may determine, and any such remuneration and the expenses of the Commissioners, up to an amount sanctioned by the Treasury, shall be defrayed out of moneys provided by Parliament.

(3) The Commissioners may, subject to any directions given by the Treasury, pay to any person requested by them to furnish particulars with respect to the subject-matter of their inquiry or to attend before them such reasonable expenses as such person shall incur in respect thereof.

(4) The Commissioners shall not, except with the consent of the person concerned, include in any report or publication made or authorised by them any information obtained by them in the course of an inquiry made by them under this section as to the business carried on by any person which is not available otherwise than through evidence given to them during the inquiry, nor shall any Commissioner or any person concerned in the inquiry, except with such consent as aforesaid, disclose any such information.

SECTION 4.

Power to enforce proper cultivation.

4.—(1) The Minister, if in any case he is of opinion after consultation with the agricultural committee (if any) for the area in which the land is situate—

(*a*) that any arable or grass land not being a park, garden, or pleasure ground or land adjoining a mansion-house or garden attached thereto and required for their protection or amenity or woodland or land cultivated for osiers, is not being cultivated according to the rules of good husbandry; or

(*b*) that the production of food on any such land as aforesaid can, in the national interest and without injuriously affecting the persons interested in the land or altering the general character of the holding, be maintained or increased by the occupier by means of an improvement in the existing method of cultivation; or

(*c*) that the occupier of such land as aforesaid has unreasonably neglected to execute thereon the necessary works of maintenance being, in the case of land occupied by a tenant, works which he is liable to execute under the conditions of his tenancy or rendered necessary by his act or default; or

(*d*) that the owner of such land as aforesaid in the occupation of a tenant has unreasonably neglected to execute thereon the necessary works of maintenance, not being works to which the preceding paragraph applies: [1]

may serve notice, in the case of neglect to execute the necessary works of maintenance, on the tenant or owner, as the case may be, requiring him to execute the necessary works specified in the notice within such time as may be so specified, and in any other case on the occupier of the land requiring him to cultivate the land in accordance with such directions as the Minister may give for securing that the cultivation shall be in accordance with the rules of good husbandry or for securing the necessary improvement in the existing method of cultivation, so however as not to interfere with the discretion of the occupier as to the crops to be grown, and the Minister may, in the same or any subsequent notice so served, provide for securing to the landlord such payments or other benefits (if any) as the Minister thinks just on account of any profit or benefit derived or expected to be derived by the tenant by reason of the execution by the owner of any works of maintenance, and any such provision of the notice shall have effect as if it was contained in the contract of tenancy:

Provided that, if any person on whom any notice is served [2] under this section is aggrieved by the notice, he may, within the prescribed time, [2a] require the question whether the land has been

cultivated according to the rules of good husbandry, or whether the production of food on the land can in the national interest be maintained or increased by the occupier by means of the required improvement in the existing method of cultivation, or whether such improvement will injuriously affect the persons interested in the land, or alter the general character of the holding, or whether the works required to be executed are necessary works of maintenance, or whether the time specified in the notice for the execution of such works is reasonable, to be referred to arbitration in accordance with Part IV. of the Act of 1917 (3), and, where any question is so referred to arbitration, no action shall be taken for enforcing the directions given by the Minister until the determination of the reference or except in accordance with the terms of the award, and, where the person on whom any notice is served is a tenant, the landlord shall have the same right as the tenant of requiring any question to be referred to arbitration.

(2) Where any notice is served on a tenant, a copy of the notice shall, at the same time, be served on the landlord.

(3) No action shall be taken by the Minister or by the agricultural committee (if any) under sub-section (1) of this section unless a full report in writing signed on behalf of the Minister or of the committee, setting out in detail the matters complained of and the improvements or works required, has been served upon the owner and occupier.

(4) Where a notice has been served under this section on the owner or occupier of any land requiring him within a time specified in the notice to execute some work (4) and that person unreasonably fails to comply with the requirements of the notice, he shall be liable, on summary conviction in respect of each offence, to a fine not exceeding twenty pounds and to a further fine not exceeding twenty shillings for every day during which the default continues after conviction :

Provided that—

(*a*) proceedings for an offence under this sub-section shall not be instituted except by the Minister ; and

(*b*) the Minister shall be entitled to execute any work specified in the notice, and to recover summarily as a civil debt from the person in default the reasonable cost of executing such work in a proper and workmanlike manner, and the right to institute any such proceedings shall not be prejudiced by the fact that the Minister has executed the work specified in the notice.

(5) Where a notice has been served on the owner of any land in the occupation of a tenant requiring him within a time specified in the notice to execute necessary works of maintenance

and the owner fails to comply with the requirements of the notice, the Minister may authorise the tenant to execute the works in a proper and workmanlike manner, and a tenant so authorised shall be entitled to execute the works accordingly, and at any time after the works have been executed to recover from the owner the costs reasonably incurred by him in so doing,(5) in the same manner in all respects as if those costs were compensation awarded in respect of an improvement under the Act of 1908. (6)

(6) A notice under this section shall not require any work to be executed within a period of less than one month from the date of the notice, unless in the opinion of the Minister it is necessary that the work should be executed within some shorter period specified in the notice.

(7) Where the Minister is of opinion, after consultation with the agricultural committee, that the owner of any agricultural estate (7) situate wholly or partly in the area of the committee, whether the estate or any part thereof is or is not in the occupation of tenants, grossly mismanages the estate to such an extent as to prejudice materially the production of food thereon or the welfare of those who are engaged in the cultivation of the estate, the Minister may, if he thinks it necessary or desirable so to do in the national interest, and after holding such public inquiry as he thinks proper and after taking into consideration any representations made to him by the owner, by order appoint such person as he thinks fit to act as receiver and manager of the estate or any part thereof :

Provided that—

(*a*) an order made under this sub-section shall not, except where the person appointed by the order to act as receiver and manager of the estate is appointed to act in the place of a person previously appointed under this sub-section, take effect until a period of six months has elapsed after the date on which notice of the order having been made was given to the owner of the estate, and the owner may, at any time during the said period, appeal against the order to the High Court in accordance with rules of court, and, where any such appeal is made, the order shall not take effect pending the determination of the appeal ; and

(*b*) an order made under this sub-section shall not, except with the consent of the owner, extend to a mansion-house, or the garden or grounds attached thereto, or to any land which at the date of the order forms part of any park attached to and usually occupied with the mansion-house, and required for the amenity or convenience of the mansion-house, or to any land or

buildings which are not used, or intended to be used, for agricultural purposes : and

(*c*) an order made under this sub-section shall not operate to deprive any person, except with his consent, of any sporting rights over the estate which do not interfere with the production of food on the estate : and

(*d*) any person appointed to act as receiver and manager of any estate under this section shall render a yearly report and statement of accounts to the owner or his agent and to the Minister : and

(*e*) the powers conferred by this sub-section shall be in addition to and not in derogation of any other powers conferred on the Minister under this section.

The Minister may, by an order made under this provision, apply for the purposes of the order, with such modifications as he thinks fit, any of the provisions of section twenty-four of the Conveyancing and Law of Property Act 1881,(8) which relates to the powers, remuneration, and duties of receivers appointed by mortgagees, and authorise the receiver and manager to exercise such other powers vested in the owner of the estate as may be specified in the order and may be reasonably necessary for the proper discharge by him of his duties as receiver and manager :

44 & 45 Vict. c. 41.

Provided that the receiver and manager shall not have power to sell or create any charge upon the estate or any part thereof or to cut or sell timber or underwood thereon, except with the consent of the owner or with the approval of the High Court obtained upon an application made for the purpose in accordance with rules of court.

The owner of any estate in respect of which an order has been made under this sub-section may, at any time after the expiration of three years from the date of the order, or after any change in the ownership of the estate, apply to the Minister to have the order appointing the receiver and manager revoked, and, if on any such application the Minister refuses to revoke the order, the owner may appeal against the refusal to the High Court, in accordance with rules of court.

The Minister shall, on the application of a purchaser of any land subject to the provisions of an order made under this sub-section, revoke the order so far as it affects that land.

(8) If within one month after the Minister has, in pursuance of this section, appointed a receiver and manager in respect of any land the owner of the land so requires, a record of the condition of the buildings, fences, gates, roads, drains, ditches, and cultivation of the land shall be made within three months after the date of requisition by a person to be appointed, in

default of agreement, by the President of the Surveyors' Institution : and in default of agreement the cost of making such record shall be borne by the Minister and the owner in equal portions.

(9) For the purposes of this section the expression "necessary "works of maintenance" means such of the following works as are necessary for the proper cultivation and working of the land on which they are to be executed and are capable of being executed without prohibitive or unreasonable expense (that is to say) :—

(*a*) The maintenance and clearing of drains, embankments, and ditches ;

(*b*) The maintenance and proper repair of fences, stone walls, gates, and hedges :

(*c*) The execution of repairs to buildings :

Provided that a notice under sub-section (1) of this section requiring any person to maintain or clear any drains, embankments, or ditches shall not operate so as to impose on that person any obligation in that behalf if and so far as the execution of the works required is rendered impossible by reason of the subsidence of any land or the blocking of outfalls which are not under the control of that person.

(10) Where the Minister is satisfied that there are injurious weeds to which this sub-section applies growing upon any land, he may serve upon the occupier of the land a notice in writing requiring him to cut down or destroy the weeds in the manner and within the time specified in the notice, and, where the occupier unreasonably fails to comply with the requirements of the notice, the provisions of sub-section (4) of this section shall have effect.

The expression "occupier" in this sub-section means, in the case of any public road, the authority by whom the road is being maintained, and, in the case of unoccupied land, the person entitled to the occupation thereof.

Regulations may be made under this Act for prescribing the injurious weeds to which this sub-section is to apply.

(11) The foregoing provisions of this section shall have effect in substitution for section nine of the Act of 1917.

(12) In this section the expression "owner" includes a person entitled for his life or other limited estate.

For general observations upon Sub-sections (1) to (6) inclusive of Section 4, see pp. 9 to 12 : upon Sub-section (7) and (8), see pp. 12 to 14 ; upon Sub-section (6), and upon Sub-section (10), see p. 14 *ante*.

(1) Note that the works, the execution of which can be enforced against the landlord, are not "works which the landlord is liable to execute" only, but all works falling within the meaning of the expression "necessary works "of maintenance."

(2) *i.e.*, the owner-occupier where land is not let: the landlord, where necessary works of maintenance are required which the tenant is not liable to execute; and both the owner and the tenant where the notice is served on the tenant (*vide* Sub-section (2) and concluding words of Sub-section (1)).

(2a) "the prescribed time." This time has now been fixed at fourteen days from the date of service of the notice (see Statutory Rules and Orders, No. 2465, of 30th December, 1920).

(3) *i.e.*, in accordance with Section 11 of the Act of 1917, before a single arbitrator, and in accordance with the Second Schedule of the Agricultural Holdings Act, 1908, the arbitrator being nominated, in default of agreement, by the President of the Surveyors' Institution.

(4) "Some work." The notice must specify some specific work to be executed and not be framed in general terms. In the case of a notice arising under paragraph (*a*) or (*b*) of Sub-section (1), some "work." which will be a necessary step towards securing cultivation in accordance with the rules of good husbandry, or towards securing an improvement in the existing method of cultivation, will have to be called for.

(5) "Necessary works of maintenance" includes (*inter alia*) "repairs to "buildings" where necessary for the proper cultivation and working of the land, and capable of being executed without prohibitive or unreasonable expense. The position under the Act of 1908 as regards repairs is therefore worth recalling. Under Part III. of the First Schedule to that Act (Improvements in respect of which consent of or notice to landlord is not required) the following item is included: "Repairs to buildings, being buildings necessary for the "proper cultivation or working of the holding, other than repairs which the "tenant is himself under an obligation to execute. Provided that the tenant "before beginning to execute any such repairs shall give the landlord notice "in writing of his intention together with particulars of such repairs, and shall "not execute the repairs unless the landlord fails to execute them within a "reasonable time after receiving such notice." Subject to these conditions a tenant is entitled under Section 1 of the Act of 1908 to claim compensation for repairs so executed, but not till the end of his tenancy.

These last mentioned provisions are not amended or repealed by the present Act, and will operate concurrently with Sub-section (5) of the present section: the former applying when the tenant takes action and the latter when the Minister proceeds under the present section. The following distinctions between the two provisions should be noted, viz., that under Sub-section (5) the tenant, when authorised by the Minister to execute works as to which the landlord is in default, may recover the "costs reasonably incurred by him" at any time after the works have been executed. Whereas if the tenant deals with them under the provisions above referred to, he would recover *at the end of his tenancy* the unexhausted value of the repairs as an "improvement."

(6) "in the same manner," *i.e.*, as provided by Section 14 of the Act of 1908, viz., in the county court.

(7) "Agricultural estate." The definition of "agriculture" in the Act of 1917, which will have a bearing upon the meaning to be assigned to the expression "Agricultural estate," is that it includes "the use of land as "grazing meadow or pasture land, or orchard, or osier land, or woodland, or "for market gardens or nursery grounds," and the expression "agricultural" was directed to be construed accordingly.

(8) Section 24 of the Conveyancing and Law of Property Act, 1881, is as follows:—

"*Appointment, powers, remuneration, and duties of receiver.*

"24.—(1) A mortgagee entitled to appoint a receiver under the power in that behalf conferred by this Act shall not appoint a receiver until he has become entitled to exercise the power of sale conferred by this Act,

but may then by writing, under his hand, appoint such a person as he thinks fit to be receiver.

"(2) The receiver shall be deemed to be the agent of the mortgagor; and the mortgagor shall be solely responsible for the receiver's acts or defaults, unless the mortgage deed otherwise provides.

"(3) The receiver shall have power to demand and recover all the income of the property of which he is appointed receiver, by action, distress, or otherwise, in the name either of the mortgagor or of the mortgagee, to the full extent of the estate or interest which the mortgagor could dispose of, and to give effectual receipts, accordingly, for the same.

"(4) A person paying money to the receiver shall not be concerned to inquire whether any case has happened to authorise the receiver to act.

"(5) The receiver may be removed, and a new receiver may be appointed, from time to time by the mortgagee by writing under his hand.

"(6) The receiver shall be entitled to retain out of any money received by him, for his remuneration, and in satisfaction of all costs, charges and expenses incurred by him as receiver, a commission at such rate not exceeding five per centum on the gross amount of all money received, as is specified in his appointment, and if no rate is so specified, then at the rate of five per centum on that gross amount, or at such higher rate as the court thinks fit to allow, on application made by him for that purpose.

"(7) The receiver shall, if so directed in writing by the mortgagee, insure, and keep insured, against loss or damage by fire, out of the money received by him, any building, effects, or property comprised in the mortgage, whether affixed to the freehold or not, being of an insurable nature.

"(8) The receiver shall apply all money received by him as follows (namely):—

(i.) In discharge of all rents, taxes, rates, and outgoings whatever affecting the mortgaged property; and

(ii.) In keeping down all annual sums or other payments, and the interest on all principal sums, having priority to the mortgage in right whereof he is receiver; and

(iii.) In payment of his commission, and of the premiums on fire, life, or other insurances, if any, properly payable under the mortgage deed or under this Act, and the costs of executing necessary or proper repairs directed in writing by the mortgagee; and

(iv.) In payment of the interest accruing due in respect of any principal money due under the mortgage;

and shall pay the residue of the money received by him to the person who, but for the possession of the receiver, would have been entitled to receive the income of the mortgaged property, or who is otherwise entitled to that property."

SECTION 5.

Arbitrations under the Corn Production Act, 1917.

5.—(1) If in any arbitration under Part IV. of the Act of 1917 the arbitrator states a case for the opinion of the county court on any question of law, the opinion of the court on any question so stated shall be final unless within the time and in

accordance with the conditions prescribed by rules of the Supreme Court either party appeals to the Court of Appeal, from whose decision no appeal shall lie, except with leave of that Court.

52 & 53 Vict. c. 49.

(2) The Arbitration Act, 1889, shall not apply to any arbitration under Part IV. of the Act of 1917.

The two sub-sections of this section follow Sub-sections (3) and (4) of Section 13 of the Act of 1908 (which regulate the position as regards appeals in the case of arbitrations under the Act of 1908) exactly, save for the concluding words of Sub-section (1) of this section, viz., "Except with leave of "that Court." The result is that, though upon a case stated by an arbitrator under the Agricultural Holdings Acts there will be no appeal from the Court of Appeal, upon a case stated under Part IV. of the Act of 1917, when read together with Part I. of the present Act, there will be an appeal to the House of Lords if leave is given by the Court of Appeal. It is to be noted also that in arbitrations under Part IV. of the Act of 1917, as read with Part I. of the present Act, the arbitrator will, in default of agreement, be nominated by the President of the Surveyors' Institution, whereas in arbitrations under the Agricultural Holdings Acts, as read with Part II. of this Act, such nomination will be made by the Minister of Agriculture from the panel established under Section 21 of this Act. It also seems clear that, having regard to the terms of Section 21 (1) of the present Act, an arbitrator nominated, in default of agreement, by the President of the Surveyors' Institution under the Corn Production Acts, must be nominated from the panel set up by that section.

SECTION 6.

Establishment of wages committees in Wales.

6. Sub-section (1) of section five of the Act of 1917 shall not apply to Wales, and in lieu thereof the provisions contained in the Second Schedule of the Act of 1917 shall, subject as hereinafter provided, apply with respect to Wales as they apply with respect to Scotland, with the substitution of the Minister of Agriculture and Fisheries for the Board of Agriculture for Scotland:

Provided that—

(1) The provisions of the said schedule with respect to combinations of districts, and paragraph (4) of the said schedule shall not apply, and there shall be constituted in accordance with a scheme to be framed by the Minister a central agricultural wages committee for Wales (in this section referred to as "the central committee") consisting of a chairman appointed by the Minister, and of two representatives of each district wages committee (one of whom shall represent employers, and the other of whom shall represent workmen) to be elected by the district committee, and of two women to be appointed by the Minister: and

(2) The Minister shall appoint a person to act as secretary to the central committee: and

(3) The powers of the Agricultural Wages Board established under the Act of 1917 shall continue to be exerciseable until such time as the central committee is duly constituted under this section ; and

(4) Any rate of wages fixed, or order made by the Agricultural Wages Board shall continue in force in Wales unless and until it is varied or revoked by the central committee, and any permit granted by the said Board to a workman under sub-section (3) of section five of the Act of 1917 shall, in relation to the employment of that workman in Wales, have effect as if it were granted by the central committee.

SECTION 7.

Service of notices under Part IV. of Corn Production Act, 1917.

7. Every notice required to be served or given by the Minister under Part IV. of the Act of 1917, on or to the owner or occupier of any land or any landlord may either be served personally on that person or sent by post to or left at his usual place of abode in the United Kingdom, and in case any person on or to whom any such notice is to be served or given is absent from the United Kingdom and his usual place of abode in the United Kingdom cannot after diligent enquiry be found the notice may be served by sending it by post to or leaving with it any agent ordinarily receiving the rents of the land on behalf of that person or by sending a copy thereof by post to or leaving it with the occupier of the land to which the notice relates for transmission to the owner or landlord, or, if there is no such occupier, by affixing a copy thereof on some conspicuous part of that land.

Compare Section 45 of the Act of 1908 dealing with the same subject.

SECTION 8.

Annual accounts to be furnished by agricultural committees.

8. It shall be the duty of each agricultural committee referred to in this Act to furnish annually to the Minister full accounts showing the expenditure which has been made by such committee in the carrying out of the provisions of this Part of this Act, and the Minister shall submit to Parliament the returns made by agricultural committees under this section or a sufficient abstract thereof.

SECTION 9.

Commencement of Part IV. of

9. Part IV. of the Act of 1917 shall, if not in operation at the date of the commencement of this Act, come into operation

Corn Production Act, 1917. 8 & 9 Geo. 5. c. 36. 9 & 10 Geo. 5. c. 95.

on that date, and the powers continued in operation by sub-section (3) of section eleven of the Act of 1917 as amended by the Corn Production (Amendment) Act, 1918, shall, if they have not previously ceased, cease on that date except in relation to any land of which the Minister is on that date in possession by himself or any person deriving title from him, or any land to which on that date sub-section (2) of section thirty of the Land Settlement (Facilities) Act, 1919, applies.

For general observations on this section, see p. 14. *ante*.

Part II.

Amendment of Agricultural Holdings Acts.

SECTION 10.

Compensation for disturbance.

10.—(1) Where the tenancy of a holding terminates after the commencement of this Act by reason of a notice to quit given, after the twentieth day of May, nineteen hundred and twenty, [1] by the landlord, and in consequence of such notice the tenant quits the holding, then, unless the tenant—

(*a*) was not at the date of the notice cultivating the holding according to the rules of good husbandry: or

(*b*) had, at the date of the notice, failed to comply within a reasonable time [2] with any notice in writing by the landlord served on him requiring him to pay any rent due in respect of the holding or to remedy any breach being a breach which was capable of being remedied of any term or condition of the tenancy consistent with good husbandry; or

(*c*) had, at the date of the notice, materially prejudiced the interests of the landlord by committing a breach which was not capable of being remedied of any term or condition of the tenancy consistent with good husbandry: or

(*d*) was at the date of the notice a person who had become bankrupt or compounded with his creditors: or

(*e*) has, after the commencement of this Act, refused, or within a reasonable time failed, to agree to a demand made to him in writing by the landlord for arbitration as to the rent to be paid for the holding as from the next ensuing date at which the tenancy could have been terminated by notice to quit given by the landlord at the date of the said demand [3]: or

(*f*) had, at the date of the notice, unreasonably refused, or within a reasonable time failed, to comply with

a demand made to him in writing by the landlord requiring him to execute at the expense of the landlord an agreement setting out the existing terms of the tenancy ;

and, in the case of a notice to quit given after the commencement of this Act, unless the notice to quit states that it is given for one or more of the reasons aforesaid, [4] compensation for the disturbance shall be payable by the landlord to the tenant in accordance with the provisions of this section : [5]

Provided that compensation shall not be payable under this section in any case where the landlord has made to the tenant an offer in writing to withdraw the notice to quit and the tenant has unreasonably refused or failed to accept the offer. [6]

(2) The landlord of a holding may at any time apply to the agricultural committee for the area in which the holding is situate for a certificate that the tenant is not cultivating the holding according to the rules of good husbandry, and, on any such application being made, the committee, after giving to the landlord and the tenant or their respective representatives an opportunity of being heard, shall, as they think proper, either grant or refuse the certificate within one month after the date of the application.

The landlord or tenant may, within seven days after the notification to him of the refusal or grant by the committee of a certificate, require the question as to whether the holding is being cultivated according to the rules of good husbandry to be referred to an arbitrator, who may grant a certificate for the purpose of this sub-section or revoke the certificate granted by the committee, and the award of the arbitrator shall be given within twenty-eight days of the date on which the matter is referred to him.

Subject to any such appeal, a certificate granted under this sub-section shall be conclusive evidence that the holding is not being cultivated according to the rules of good husbandry.

In the case of a holding situate in a county borough for which an agricultural committee has not been appointed [7] this subsection shall have effect with the substitution of the Minister for an agricultural committee.

(3) Where, after the commencement of this Act, the landlord of a holding refuses, or within a reasonable time fails to agree to, a demand made to him in writing by the tenant for arbitration as to the rent to be paid for the holding as from the next ensuing date at which the tenancy could have been terminated by notice to quit given by the tenant at the date of the said demand [8], and by reason of the refusal or failure the tenant exercises his power of terminating the tenancy by a notice stating that it is given for that reason, the tenant shall be entitled to compensation in the same manner as if the tenancy had been terminated by notice to quit given by the landlord. Provided that such com-

pensation shall not be payable if the circumstances are such that a notice to quit could have been given by the landlord for any of the reasons mentioned in paragraphs (*a*), (*b*), or (*c*) of subsection (1) of this section.

(4) The provisions of this section relating to demands for arbitration as to the rent to be paid for a holding shall not apply where the demand, if made later than six months after the commencement of this Act, is so made that the increase or reduction of the rent would take effect at some time before the expiration of two years from the commencement of the tenancy of the holding or from the date on which a previous increase or reduction of the rent took effect.

(5) An arbitrator, in determining for the purposes of this section what rent is properly payable in respect of a holding, shall not take into account any increase in the rental value which is due to improvements which have been executed thereon so far as they were executed wholly or partly by and at the expense of the tenant without any equivalent allowance or benefit made or given by the landlord in consideration of their execution and have not been executed by him under an obligation imposed by the terms of his contract of tenancy, or fix the rent at a higher amount than would have been properly payable if those improvements had not been so executed, and shall not fix the rent at a lower amount by reason of any dilapidation or deterioration of land or buildings made or permitted by the tenant.

(6) The compensation payable under this section shall be a sum representing such loss or expense directly attributable to the quitting of the holding as the tenant may unavoidably incur upon or in connection with the sale or removal of his household goods, implements of husbandry, fixtures, farm produce or farm stock on or used in connection with the holding, and shall include any expenses reasonably incurred by him in the preparation of his claim for compensation (not being costs of an arbitration to determine the amount of the compensation), but for the avoidance of disputes such sum shall, for the purposes of this Act, be computed at an amount equal to one year's rent of the holding, unless it is proved that the loss and expenses so incurred exceed an amount equal to one year's rent of the holding, in which case the sum recoverable shall be such as represents the whole loss and expenses so incurred up to a maximum amount equal to two years' rent of the holding.

(7) Compensation shall not be payable under this section—

(*a*) in respect of the sale of any goods, implements, fixtures, produce or stock unless the tenant has before the sale given the landlord a reasonable opportunity of making a valuation thereof; [9] or

(*b*) unless the tenant has, not less than one month before the termination of the tenancy, given notice in writing to the landlord of his intention to make a claim for compensation under this section ; ([10]) or

(*c*) where the tenant with whom the contract of tenancy was made has died within three months before the date of the notice to quit ; or

(*d*) if in a case in which the tenant under section twenty-three of the Act of 1908 accepts a notice to quit part of his holding as a notice to quit the entire holding, the part of the holding affected by the notice given by the landlord, together with any other part of the holding affected by any previous notice given under that section by the landlord to the tenant, is less than one-fourth part of the original holding, or the holding as proposed to be diminished is reasonably capable of being cultivated as a separate holding, except compensation in respect of the part of the holding to which the notice to quit related ; or

(*e*) where the holding was let to the tenant by a corporation carrying on a railway, dock, canal, water, or other undertaking, or by a government department or a local authority, and possession of the holding is required by the corporation, department, or authority for the purpose (not being the use of the land for agriculture) for which it was acquired by the corporation, department, or authority, or appropriated under any statutory provision ; or

(*f*) in the case of a permanent pasture which the landlord has been in the habit of letting annually for seasonal grazing, and which has since the fourth day of August nineteen hundred and fourteen and before the commencement of this Act been let to a tenant for a definite and limited period for cultivation as arable land, on the condition that the tenant shall, along with the last or waygoing crop, sow permanent grass seeds ; or

(*g*) where a written contract of tenancy has been entered into (whether before or after the commencement of this Act) for the letting by the landlord to the tenant of a holding, which at the time of the creation of the tenancy had then been for a period of not less than twelve months in the occupation of the landlord, upon the express terms that if the landlord desires to resume that occupation before the expiration of a specified term not exceeding seven years the landlord should be entitled to

give notice to quit without becoming liable to pay to the tenant any compensation for disturbance, and the landlord desires to resume occupation within the specified period, and such notice to quit has been given accordingly.

(8) In any case where a tenant holds two or more holdings, whether from the same landlord or different landlords, and receives notice to quit one or more but not all of the holdings, the compensation for disturbance in respect of the holding or holdings shall be reduced by such amount as is shown to the satisfaction of the arbitrator to represent the reduction (if any) of the loss attributable to the notice to quit by reason of the continuance in possession by the tenant of the other holding or holdings.

(9) The landlord shall, on an application made in writing after the commencement of this Act by the tenant of a holding to whom a notice to quit has been given which does not state the reasons for which it is given, furnish to the tenant within twenty-eight days after the receipt of the application a statement in writing of the reasons for the giving of the notice, and, if he fails unreasonably so to do, compensation shall be payable under this section as if the notice to quit had not been given for a reason specified in sub-section (1) of this section.

(10) If any question arises as to whether compensation is payable under this section or as to the amount payable by way of compensation under this section, the question shall, in default of agreement, be determined by arbitration under the Act of 1908.

(11) The expression "holding" in this section shall not include any land which forms part of any park, garden, or pleasure ground attached to and usually occupied with the mansion-house, or any land adjoining the mansion-house which is required for its protection or amenity, and the compensation for disturbance payable in respect of a notice to quit given in respect of any such land shall be such compensation (if any) as would have been payable under section 11 of the Act of 1908 if this Act had not been passed.

(12) Compensation payable under this section shall be in addition to any compensation to which the tenant may be entitled in respect of improvements, and shall be recoverable in the same manner as such compensation [11] and be payable notwithstanding any agreement to the contrary.

For general observations on Section 10, see p. 15 *et seq. ante*.

(1) The 20th May, 1920, was the date of the introduction of the Bill for the present Act.

(2) "a reasonable time." This expression, where used in this section, would have to be construed by the arbitrator according to the facts of the par-

ticular case. The present provision contemplates that some reasonable time should be allowed after service of the notice referred to, although the rent may be already overdue under the provisions of the tenancy agreement.

([3]) "the next ensuing date at which the tenancy could have been "terminated by notice to quit given by the landlord at the date of the said "demand." This does not shorten the period of the notice required according to the facts of the particular case. If in the case of a Michaelmas tenancy the demand is made in October, 1921, the next ensuing date will be at Michaelmas, 1923; *vide* similar words in Sub-section (3).

([4]) Note that it is only when one or more of the reasons specified in (*a*) to (*f*) above are relied upon that the notice must specify reasons. The disentitling paragraphs (*a*) to (*g*) of Sub-section (7) will take effect in a proper case, although not so specified in the notice.

([5]) Note that in every case, save those specially excepted here and in Sub-section (7), compensation will be payable. A peculiar and probably unintentional result of this method of framing the provision is that a tenant who has a holding under an existing agricultural tenancy for a term of two years or upwards, and who has sublet on a yearly tenancy and gives notice to his sub-tenant in order to be able to deliver up possession at the end of the expiration of his own lease will be liable to pay his sub-tenant compensation for disturbance under this section, although his own landlord will not be liable, as his existing tenancy will be saved by Section 13 (3).

([6]) No date is specified as the latest date when a notice to quit may be so withdrawn. Whenever withdrawn it will be for an arbitrator to decide whether the tenant has "unreasonably" refused or failed to accept the offer. The date when it was made will naturally be an important factor for his consideration.

([7]) A county borough may, but is not under an obligation to, appoint an agricultural committee; *vide* Ministry of Agriculture and Fisheries Act, 1917, Section 7 (1).

([8]) See note ([3]), *supra*.

([9]) In default of the "reasonable opportunity," no compensation for disturbance "in respect of the sale of any goods," &c., can be claimed. It has been pointed out elsewhere (see p. 27) that owing to the terms of Sub-section (6) no arbitration will be necessary in ordinary cases. In any case, however, to which paragraph (*a*) applies, an arbitration will be necessary in order to sub-divide the compensation so as to leave out of calculation the items here excepted.

([10]) Note that paragraph (*d*) of the proviso to Section 11 of the Act of 1908, which provided that no compensation for disturbance should be payable if the claim for compensation were not made within three months after the time the tenant quits the holding has not been repeated in the present section. No time is limited for the making of the claim: but see paragraph (*h*) above as to the time for giving notice of intention to make a claim.

([11]) "In the same manner as such compensation," *i.e.*, as provided in Section 14 of the Act of 1908, which not only applies to arbitration awards, but also to cases where the parties have come to an agreement without arbitration. If the sum due by a landlord or a tenant of a holding is not paid within 14 days after the due date it is recoverable in the county court either—

(1) By execution;

(2) By commitment to prison under the Debtors Act, 1889, for a term not exceeding six weeks; or

(3) By attachment of debts due to the debtor from third parties under a garnishee order;

except where the landlord is a trustee, where it becomes a charge on and recoverable against the holding only, under Section 35 of the Act of 1908.

SECTION 11.

Compensation for disturbance in case of allotment gardens.

11.—(1) The provisions of this Act as to compensation for disturbance in the case of a holding shall apply with the necessary modifications in the case of an allotment garden, but subject to the provisions of this section.

(2) Where the tenancy of an occupier of an allotment garden is terminated by reason of a notice to quit which is less than one year's notice, the compensation shall be either such an amount as is payable under the provisions applied by this section or such an amount as represents the benefits which would have accrued to the occupier from the occupation of the allotment garden on the terms of the expired tenancy during the period between the date of the expiration of the tenancy and the end of one year from the date on which the notice to quit was given, whichever amount is greater :

Provided that this sub-section shall not apply where possession of the land is reasonably required for naval, military, or air force purposes or for building, mining, or other industrial purposes, or for roads necessary in connection with any of those purposes.

(3) Compensation under this section shall not be payable in the case of an allotment garden provided by a local authority for the purposes of the Small Holdings and Allotments Act, 1908, where the occupier is resident more than one mile out of the district of the local authority.

8 Edw. 7. c. 36.

(4) Any question as to whether compensation is payable under this section, or as to the amount payable, shall be determined under and in accordance with the provisions of the Allotments and Cottage Gardens (Compensation for Crops) Act, 1887, in the same manner as the amount of compensation for crops or other matters is determined under that Act (1), and the compensation under this section shall be in addition to any compensation payable under that Act.

50 & 51 Vict. c. 26.

(5) So much of the last-mentioned Act as provides that that Act shall not extend to the Metropolis is hereby repealed as respects any tenancy which terminates after the commencement of this Act.

For general observations on this section see p. 32.

(1) The following are the relevant provisions of the Allotments and Cottage Gardens (Compensation for Crops) Act, 1887, applied for the purposes of this section :—

"7. The landlord and tenant may agree upon the amount and time of payment of compensation to be paid under this Act. If in any case they do not agree, the difference shall be settled by an arbitrator.

"8. If the landlord and tenant concur, they may within twenty-eight days after the determination of the tenancy jointly appoint such arbi-

trator. If they do not concur, such arbitrator shall be appointed in the following manner :—

(1) The landlord and tenant or either of them may apply personally or in writing to the justices of the peace, acting for the petty sessional division in which the holding is situated, in petty sessions, and such justices shall upon the receipt of the application appoint one of their number not being interested in the holding, or other competent person not being interested as aforesaid, to act as such arbitrator ;

(2) If before award the person so appointed dies or becomes incapable of acting, or for seven days after his appointment fails to act, the justices shall appoint in manner aforesaid another arbitrator.

"9. The justices shall in all cases in which it is practicable obtain the consent of the arbitrator to act without remuneration, and in any case in which it is impracticable to obtain such consent they shall direct that the arbitrator shall be paid such moderate sum as they consider will reasonably remunerate him for his time and expenses.

"10. The arbitrator shall proceed to determine any difference referred to him under this Act within seven days after his appointment."

SECTION 12.

Application of Act to cottages on holdings under Act of 1908.

12. Where the occupation of a dwelling-house (including a garden attached thereto) forming part of a holding to which the Act of 1908 applies has been allowed by the tenant of the holding to a workman employed by him in agriculture on the holding, whether the occupation is under a contract of tenancy or not, and the occupation is terminated on account of the termination by the tenant of the holding of the employment of the workman, the provisions of the section of this Part of this Act relating to compensation for disturbance shall (subject as hereinafter provided and so far as the same are capable of application) apply as if the dwelling-house (including a garden attached thereto) were a holding and, where there is no contract of tenancy, as if the person allowing the dwelling-house to be so occupied were the landlord and the workman were the tenant, and the notice to terminate the occupation were a notice to quit :

Provided that—

(1) compensation shall not be payable under this section if—

(*a*) the notice to terminate the occupation is given before the expiration of six weeks from the commencement of the occupation ; or

(*b*) the tenant of the holding has, before giving the notice, obtained from the district wages committee, or a sub-committee to which power in that behalf has been delegated by the committee, a certificate that the termination of the occupation is necessary or expedient to enable the holding to be worked properly or to better advantage ; or

(*c*) the employment of the workman is for a year or half-year, and the occupation is terminated at the end of such period ; or

(*d*) the workman does not cease to occupy the dwelling-house on the expiration of the notice to terminate his occupation thereof or on the expiration of a period of two months from the date when the notice was given whichever is the later ; or

(*e*) the notice is given by reason of the employment of the workman having been terminated on account of his misconduct, and such reason shall be substituted for the reasons specified in sub-section (1) of the said section : and

(2) for the purpose of compensation the year's rent of the dwelling-house shall be taken to be a sum equal to fifty-two times the maximum weekly value (not exceeding in any case three shillings) of the benefit of the provision of a cottage free from rent and rates as determined for the district under the provisions of the Act of 1917 : and

(3) sub-sections (2) and (3) and paragraph (*b*) of sub-section (7) of the said section shall not apply ; and

(4) any question as to whether compensation is payable under this section or as to the amount payable shall, on the application of the tenant or workman, be determined by the district wages committee or a sub-committee to which power in that behalf has been delegated by the committee, and the committee or sub-committee may, in any case in which it appears to them to be just, direct the payment by the tenant to the workman of a sum in respect of his expenses of appearing before them, and any sum so directed to be paid shall be recoverable summarily by the tenant[1] as a civil debt :

Provided also that, where under paragraph (*b*) of this section the tenant of a holding seeks to obtain a certificate from the district wages committee or a sub-committee of that committee, the workman shall be entitled to appear before the district wages committee or the sub-committee, as the case may be, and shall, in the event of the certificate being refused, also be entitled to recover from the tenant such sum as the committee, or sub-committee, may direct in respect of any expenses incurred by him in appearing before them.

For general observations upon this section, see p. 34.

[1] The word "tenant" is apparently a mistake for "workman."

SECTION 13.

Extension of tenancies under leases for a term of years.

13.—(1) In the case of a tenancy of a holding for a term of two years or upwards, the tenancy shall not terminate on the expiration of the term for which it was granted unless not less than one year nor more than two years before the date fixed for the expiration of the term a written notice has been given by either party to the other of his intention to terminate the tenancy, and any notice so given shall be deemed to be a notice to quit for the purposes of the Act of 1908 and this Act.

(2) If no such notice is given the tenancy shall, as from the expiration of the term for which it was granted, continue as a tenancy from year to year, but otherwise so far as applicable on the terms of the original tenancy.

(3) This section shall not apply to any tenancy granted, or agreed to be granted, before the commencement of this Act.

(4) In any case to which this section shall apply, it shall apply notwithstanding any agreement to the contrary.

For general observations upon this section, see p. 30.

SECTION 14.

Amendment of Landlord and Tenant Act, 1851. 14 & 15 Vict. c. 25.

14. Where the tenancy of a holding determines in the circumstances mentioned in section one of the Landlord and Tenant Act, 1851, (1) the tenant shall, instead of continuing in occupation as provided by that section until the expiration of the then current year of his tenancy, continue in occupation until the occupation is determined by a twelve months' notice to quit expiring at the end of a year of the tenancy.

For general observations upon this section, see p. 53.

(1) Section 1 of the Landlord and Tenant Act, 1851, is as follows :—

"1. Where the lease or tenancy of any farm or lands held by a tenant at rack-rent shall determine by the death or cesser of the estate of any landlord entitled for his life or for any other uncertain interest, instead of claims to emblements, the tenant shall continue to hold and occupy such farm or lands until the expiration of the then current year of his tenancy, and shall then quit, upon the terms of his lease or holding, in the same manner as if such lease or tenancy were then determined by effluxion of time or other lawful means during the continuance of his landlord's estate ; and the succeeding landlord or owner shall be entitled to recover and receive of the tenant, in the same manner as his predecessor or such tenant's lessor could have done if he had been living or had continued the landlord or lessor, a fair proportion of the rent for the period which may have elapsed from the day of the death or cesser of the estate of such predecessor or lessor to the time of the tenant so quitting ; and the succeeding landlord or owner and the tenant respectively shall, as between themselves and as against each other, be entitled to all the benefits and advantages, and be subject to the terms, conditions, and restrictions, to which the preceding landlord, or lessor, and such tenant, respectively would have been entitled and subject in case the lease or

tenancy had determined in manner aforesaid at the expiration of such current year: provided always that no notice to quit shall be necessary or required by or from either party to determine any such holding and occupation as aforesaid."

SECTION 15.

Amendment of law as to improvements.

15.—(1) Where the landlord of any holding refuses or within a reasonable time fails to consent in manner required by section two of the Act of 1908 to the making of any improvement comprised in Part I. of the First Schedule to that Act, (other than the erection, alteration, or enlargement of buildings or an improvement comprised in the Third Schedule to that Act) which is declared by regulation made by the Minister to be an improvement to which this sub-section applies, either absolutely or except upon such terms as the tenant is unwilling to accept, the agricultural committee for the area in which the holding is situate may, on the application of the tenant and after giving the landlord or his representative an opportunity of being heard, direct that the improvement shall be treated for the purposes of the Act of 1908 as if it were an improvement comprised in Part II. of the First Schedule to that Act, and any direction given by the agricultural committee under this sub-section may be given subject to such conditions, if any, for the protection of the landlord, as the committee think fit:

Provided that, in considering any such application, the agricultural committee shall have special regard to the estimated cost of the improvement in relation to the rent of the holding.

A draft of any regulations made under this sub-section shall be laid before each House of Parliament for not less than thirty days during which that House is sitting, and, if either House before the expiration of that period presents an address to His Majesty against the draft or any part thereof, no further proceedings shall be taken thereon, but without prejudice to the making of any new draft regulation.

(2) The Minister may by regulation substitute such percentages or period as he thinks fit for the percentages and period mentioned in sub-section (3) of section three of the Act of 1908, having due regard to the current rates of interest.

(3) Subject to the provisions of this section, where a tenant desires to make on his holding or any part of his holding any improvement comprised in the Third Schedule to the Act of 1908 and the landlord refuses, or within a reasonable time fails, to agree in writing that the holding or that part of the holding shall be treated as a market garden, the agricultural committee for the area in which the holding is situate may, on the application of the tenant and after hearing the landlord or his representative, and after being satisfied that the holding or part of the holding is

suitable for the purposes of market gardening, direct that section forty-two of the Act of 1908 shall, either in respect of all the improvements comprised in the said Third Schedule or in respect of some only of those improvements, apply to the holding or to that part thereof, and the said section shall apply accordingly as respects any improvements executed after the date on which the direction is given:

Provided that nothing in this sub-section shall authorise the breaking up of meadow land or pasture.

Any direction given by an agricultural committee under this sub-section shall be subject to such conditions, if any, for the protection of the landlord, as the committee may think fit to attach to the direction, and, where any such direction is given, the following provisions shall have effect:—

(*a*) If the tenancy is terminated by notice to quit given by the tenant or by reason of the tenant becoming bankrupt or compounding with his creditors, the tenant shall not be entitled to compensation in respect of any such improvements as are specified in the direction unless the tenant not later than one month after the date on which the notice to quit is given or the date of the bankruptcy or composition, as the case may be, or such later date as may be agreed, produces to the landlord an offer in writing by a substantial and otherwise suitable person (being an offer which is to hold good for a period of three months from the date on which it is produced), to accept a tenancy of the holding from the termination of the existing tenancy thereof, and on the terms and conditions of that tenancy so far as applicable, and, subject as hereinafter provided, to pay to the outgoing tenant all compensation payable under the Act of 1908, or under the contract of tenancy, and the landlord fails to accept the offer within three months after the production thereof; and

(*b*) If the landlord accepts any such offer, the incoming tenant shall pay to the landlord on demand all sums payable to him by the outgoing tenant on the termination of the tenancy in respect of rent or breach of contract or otherwise in respect of the holding, and any amount so paid may, subject to any agreement between the outgoing tenant and incoming tenant, be deducted by he incoming tenant from any compensation payable by him to the outgoing tenant; and

(*c*) If the direction relates to part only of the holding, the direction may, on the application of the landlord, be given subject to the condition that the tenant shall consent to the division of the holding into two parts (one

such part being the part to which the direction relates) to be held at rents agreed by the landlord and tenant or in default of agreement settled by the committee, but otherwise on the same terms and conditions as the original holdings, so far as applicable.

(4) A new tenancy created by the acceptance of a tenant in accordance with the provisions of this section on the terms and conditions of the existing tenancy shall not be deemed to be a new tenancy for the purposes of the provisions of this Act relating to demands for arbitration as to rent.

(5) The powers under this section of an agricultural committee may, in the case of a holding situate in a county borough for which an agricultural committee has not been appointed, be exercised by the Minister.

(6) In the exercise of their powers under this section the agricultural committee and the Minister shall have regard to the likelihood of the land being required for any purpose other than agriculture.

(7) If in any case a landlord or tenant by notice in writing given to the other party shall so require, the powers which under this section may be exercised by a committee shall in that case be exercised by an arbitrator appointed and acting under and in accordance with the provisions of the Act of 1908.

For general observations on this section, see p. 36.

SECTION 16.

Compensation for continuous adoption of special standard or system of farming.

16.—(1) Where a tenant who quits a holding after the commencement of this Act on so quitting proves to the satisfaction of an arbitrator appointed under the Act of 1908 that the value of the holding to an incoming tenant has been increased during the tenancy by the continuous adoption of a standard of farming or a system of farming which has been more beneficial to the holding than the standard or system (if any) required by the contract of tenancy, (1) the arbitrator shall award to the tenant such compensation as in his opinion represents the value to an incoming tenant of the adoption of that standard or system:

Provided that—

(*a*) This section shall not apply in any case unless a record of the condition of the holding has been made under the Act of 1908 or in respect of any matter arising before the date of the record so made; and

(*b*) Compensation shall not be payable under this section unless the tenant has, before the termination of the tenancy, given notice in writing to the landlord of his intention to claim such compensation; and

(*c*) The arbitrator in assessing the value to an incoming tenant shall make due allowance for any compensation agreed or awarded to be paid to the tenant for any improvement specified in the First Schedule to the Act of 1908 which has caused or contributed to the benefit.

(2) Nothing in this section shall entitle a tenant to recover in respect of an improvement specified in the First Schedule or the Third Schedule to the Act of 1908 any compensation which he would not have been entitled to recover if this section had not been passed.

(3) The continuous adoption of such a beneficial standard or system of farming as aforesaid shall be treated as an improvement for the purposes of the provisions of this Act relating to the determination of the rent properly payable in respect of a holding.

For general observations upon this section, see p. 45.

(1) "required by the contract of tenancy." Section 33 (7) provides that references to the terms, conditions, or requirements of a contract of tenancy shall be construed as including references to any obligations, conditions, or liabilities, implied by the custom of the country in respect of the holding. In a case where the contract of tenancy requires no "standard or system," and there is no custom of the country, the provisions of this section would apparently be inapplicable.

SECTION 17.

Determination of claims for compensation where a holding is divided.

17.—(1) Where a holding has become vested in more than one person in several parts and the rent payable by the tenant of the holding has not been apportioned with his consent or under any statute, the tenant shall be entitled to require that any compensation payable to him under the Act of 1908 shall be determined as if the holding had not been divided, and the arbitrator shall, where necessary, apportion the amount awarded between the persons who for the purposes of the Act of 1908 together constitute the landlord of the holding, and any additional costs of the award caused by the apportionment shall be directed by the arbitrator to be paid by those persons in such proportions as he shall determine.

(2) This section shall not apply in the case of a tenancy which terminates before the commencement of this Act.

SECTION 18.

Arbitration on quitting holding.

18.—(1) Any question or difference arising out of any claim by the tenant of a holding against the landlord for compensation payable under the Act of 1908 or for any sums claimed to be due to the tenant from the landlord for any breach of contract or otherwise in the respect of the holding, or out of any claim by the landlord against the tenant for waste wrongly committed or

permitted by the tenant or for any breach of contract or otherwise in respect of the holding, and any other question or difference of any kind whatsoever between the landlord and the tenant of the holding arising out of the termination of the tenancy of the holding or arising, whether during the tenancy or on the termination thereof, as to the construction of the contract of tenancy shall be determined by arbitration under the Act of 1908.

(2) Any such claim as is mentioned in this section shall cease to be enforceable after the expiration of two months from the termination of the tenancy unless particulars thereof have been given by the landlord to the tenant or by the tenant to the landlord, as the case may be, before the expiration of that period:

Provided that, where a tenant lawfully remains in occupation of part of a holding after the termination of the tenancy, particulars of a claim relating to that part of the holding may be given within two months from the termination of the occupation.

(3) This section shall not apply in the case of a tenancy which terminates before the commencement of this Act.

For general observations upon this section, see p. 48.

SECTION 19.

Compensation to landlord for deterioration of holding.

19. Where a landlord proves, to the satisfaction of an arbitrator appointed under the Act of 1908, on the termination of the tenancy of a holding, that the value of the holding has been deteriorated during the tenancy by the failure of the tenant to cultivate the holding according to the rules of good husbandry or the terms of the contract of tenancy, the arbitrator shall award to the landlord such compensation as in his opinion represents the deterioration of the holding due to such failure:

Provided that compensation shall not be payable under this section unless the landlord has, before termination of the tenancy, given notice in writing to the tenant of his intention to claim such compensation:

Provided also that nothing in this section shall prevent a landlord from claiming compensation for dilapidations or for the deterioration of the holding under the contract of tenancy.

For general observations upon this section, see p. 47.

SECTION 20.

Provisions for expediting and reducing costs of arbitrations.

20.—(1) Subject as hereinafter provided, the Minister may by rules make such provision (not being inconsistent with the rules contained in the Second Schedule to the Act of 1908) as he thinks desirable for expediting, or reducing the costs of, proceedings on arbitrations under the Act of 1908.

(2) On an arbitration under the Act of 1908 the arbitrator—

(*a*) shall state separately in his award the amounts awarded in respect of the several claims referred to him ; and

(*b*) may, if he thinks fits, make an interim award for the payment of any sum on account of the sum to be finally awarded.

(3) A rule made under this section shall be laid before each House of Parliament forthwith, and, if an address is presented to His Majesty by either House of Parliament within the next subsequent thirty days on which that House has sat next after any such rule is laid before it praying that the rule may be annulled, it shall thenceforth be void, but without prejudice to the validity of anything previously done thereunder.

For general observations upon this section, see p. 50.

SECTION 21.

Constitution of panel of arbitrators, and provision as to arbitrators' remuneration.

21.—(1) Such number of persons as may be appointed by the Lord Chief Justice of England, shall form a panel of persons from whom any arbitrator nominated, otherwise than by agreement, for the purposes of an arbitration under and in accordance with the provisions of the Second Schedule to the Act of 1908 shall be selected.

(2) The remuneration of an arbitrator so nominated as aforesaid shall be such amount as is fixed by the Minister, and the remuneration of an arbitrator appointed by the parties to any such arbitration shall, in default of agreement between those parties and the arbitrator, be such amount as on the application of the arbitrator or either of the parties is fixed by the registrar of the county court, subject to appeal to the judge of the court.

(3) The remuneration of an arbitrator when agreed or fixed under this section shall be recoverable by the arbitrator as a debt due from either of the parties to the arbitration, and any amount paid in respect of the remuneration of the arbitrator by either of those parties in excess of the amount (if any) directed by the award to be paid by him in respect of the costs of the award shall be recoverable from the other party to the arbitration.

(4) An arbitrator nominated otherwise than by agreement for an arbitration relating to a holding in Wales shall be a person who possesses a knowledge of Welsh agricultural conditions and, if either party to the arbitration so requires, a knowledge also of the Welsh language.

(5) This section shall not apply as respects any arbitrator nominated or appointed before the commencement of this Act.

For general observations upon this section, see p. 50.

SECTION 22.

Resumption of part of holding by landlord.

22. Where after the commencement of this Act the landlord of a holding gives notice, in pursuance of a provision in that behalf contained in the contract of tenancy, of his intention to resume possession of some part of the holding, the provisions of paragraphs (*b*) and (*c*) of section twenty-three of the Act of 1908 (but not including the proviso thereto) shall apply as if the notice were such a notice to quit as is mentioned in that section:

Provided that, in assessing the compensation payable to the tenant and the reduction of rent, the arbitrator shall take into consideration any benefit or relief allowed to the tenant under the contract of tenancy in respect of any land resumed in pursuance of such provision.

For general observations upon this section, see p. 53.

SECTION 23.

Amendment of Section 40 of 8 Edw. 7. c. 28.

23.—(1) Section forty of the Act of 1908 shall have effect as though for the words "the powers by this act conferred on a "landlord (other than that of entering on a holding for the "purpose of viewing the state of the holding)" and the words "the powers by this Act conferred on a landlord (other than "as aforesaid)" contained in sub-section (1) and sub-section (2) respectively of the said section there were substituted the words "the powers by this Act conferred on a landlord in respect of "charging land."[1]

(2) This section shall apply in relation to any power whether the power has been exercised before or after the commencement of this Act.

[1] Sub-sections (1) and (2) of Section 40 of the Act of 1908 as amended by this section will now read as follows, the words excised being within square brackets and underlined, and those substituted appearing in italics:—

"(1) Where lands are assigned or secured as the endowment of a see [the powers by this Act conferred on a landlord (other than that of entering on a holding for the purpose of viewing the state of the holding)] *the powers by this Act conferred on a landlord in respect of charging land* shall not be exercised by the bishop in respect of those lands except with the previous approval in writing of the Estates Committee of the Ecclesiastical Commissioners;

"(2) Where a landlord is incumbent of an ecclesiastical benefice [the powers by this Act conferred on a landlord (other than as aforesaid)] *the powers by this Act conferred on a landlord in respect of charging land* shall not be exercised by him in respect of the glebe land or other land belonging to the benefice except with the previous approval in writing of the patron of the benefice, that is, the person or authority who, in case the benefice were vacant, would be entitled to present thereto or of Queen Anne's Bounty."

SECTION 24.

Extension of meaning of "holding."

24.—(1) Where the land comprised in a contract of tenancy is not a holding within the meaning of the Act of 1908 by reason only of the fact that the land so comprised includes land (hereinafter referred to as "the non-statutory land") which, owing to the nature of the buildings thereon or the use to which it is put, would not, if it had been separately let, be a holding within the meaning of the said Act, the provisions of the said Act relating to compensation for improvements and disturbance shall, unless otherwise agreed in writing, apply to the part of the land exclusive of the non-statutory land as if that part were a separate holding.

(2) This section shall not apply in relation to a contract of tenancy made before the commencement of this Act.

For general observations upon this section, see p. 55.

SECTION 25.

Prohibition of removal of manure, &c., after notice to terminate the tenancy.

25. Where after the commencement of this Act notice to terminate the tenancy of a holding is given, either by the tenant or by the landland, the tenant shall not, subject to any agreement to the contrary, at any time after the date of the notice, sell or remove from the holding any manure or compost, or any hay or straw or roots grown in the last year of the tenancy, unless and until he has given the landlord or incoming tenant a reasonable opportunity of agreeing to purchase on the termination of the tenancy at their fair market value, or at such other value as is provided by the contract of tenancy, the said manure, compost, hay, straw, or roots.

For general observations upon this section, see p. 56.

SECTION 26.

Record of holding.

26. If the landlord or tenant of a holding at any time during the tenancy so requires, a record of the condition of the buildings, fences, gates, roads, drains, ditches and cultivation of the holding, and, if so required by the tenant, a record of any existing improvements executed by the tenant or for which the tenant is, under section seven of the Act of 1908, entitled to claim compensation [1] and of any fixtures or buildings which under section twenty-one of that Act the tenant is entitled to remove [2] shall be made by a person to be appointed in default of agreement by the Minister, and in default of agreement the cost of making any such record shall be borne by the landlord and tenant in equal shares.

For general observations upon this section, see p. 57.

(1) Section 7 of the Act of 1908 is as follows :—

"*Right of tenant who has paid compensation to outgoing tenant.*

"7. Where an incoming tenant of a holding has, with the consent in writing of his landlord, paid to an outgoing tenant any compensation payable under or in pursuance of this Act in respect of the whole or part of any improvement, the incoming tenant shall be entitled on quitting the holding to claim compensation in respect of the improvement or part in like manner, if at all, as the outgoing tenant would have been entitled if he had remained tenant of the holding, and quitted it at the time at which the incoming tenant quits it."

(2) Under Section 21 of the Act of 1908 a tenant is entitled to remove before or within a reasonable time after the determination of the tenancy and subject to the conditions specified in that section "any engine, machinery, "fencing, or other fixture affixed to a holding by a tenant, and any building "erected by him thereon for which he is not under this Act or otherwise "entitled to compensation and which is not so affixed or erected in pursuance "of some obligation in that behalf or instead of some fixture or building "belonging to the landlord." The section applies to a fixture or building acquired since 31st December, 1900, by a tenant in like manner as it applies to a fixture or building affixed or erected by a tenant, but does not apply to any fixture or building affixed or erected before the 1st January, 1884.

SECTION 27.

Amendment of Section 4 of the Act of 1908.

27. Section four of the Act of 1908 (which relates to agreements as to compensation for improvements comprised in Part III. of the First Schedule to that Act) shall, after the commencement of this Act, apply only to improvements to which the provisions of section forty-two of the Act of 1908 apply or are directed under this Act to apply :

Provided that this section shall not affect the operation of any agreement entered into before the commencement of this Act.

For general observations upon this section, see pp. 41 and 44.

SECTION 28.

Notices to quit.

28.—(1) Notwithstanding any provision in a contract of tenancy to the contrary, a notice to quit a holding shall be invalid if it purports to terminate the tenancy before the expiration of twelve months from the end of the then current year of tenancy : but nothing in this section shall extend to a case where a receiving order in bankruptcy is made against the tenant.

(2) Section twenty-two of the Act of 1908 (which relates to the time of notices to quit), is hereby repealed.

(3) This section shall not apply to—

(*a*) any notice given by or on behalf of the Admiralty, War Department, or Air Council under the provisions of any agreement of tenancy where possession of the land is required for naval, military, or air force purposes : or

(*b*) any notice given by a corporation carrying on a railway, dock, canal, water, or other undertaking in respect of any land acquired by the corporation for the purposes of their undertaking or by a government department or local authority where possession of the land is required by the corporation, government department or authority for the purpose (not being the use of the land for agriculture) for which it was acquired by the corporation, department, or authority or appropriated under any statutory provision ; or

(*c*) any notice given in pursuance of a provision in the contract of tenancy authorising the resumption of possession of the holding or some part thereof for some specified purpose, unless that purpose is the use of the land for agriculture ; or

(*d*) any notice given by a tenant to a sub-tenant ; or

(*e*) any notice given before the commencement of this Act.

For general observations upon this section, see p. 51.

SECTION 29.

Minor amendments of 8 Edw. 7. c. 28 and 9 & 10 Geo. 5 c. 63.

29. The amendments in the second column of the First Schedule to this Act (which relate to minor details), shall be made in the provisions of the Agricultural Holdings Act, 1908, and the Agricultural Land Sales (Restriction of Notices to Quit) Act, 1919, specified in the first column of that schedule.

For general observations upon this section and the First Schedule, see p. 58.

PART III.

GENERAL.

SECTION 30.

Expenses.

30. Any expenses incurred by the Minister in meeting payments under Part I. of the Act of 1917, and any expenses incurred by the Minister or any other department or body under any other provisions of that Act, shall be defrayed out of moneys provided by Parliament.

SECTION 31.

Provisions as to powers by agricultural committees.

31.—(1) Any powers authorised by any Act to be exercised by an agricultural committee other than the power conferred by this section may, unless otherwise expressly provided by that Act, be delegated by a committee to a sub-committee.

(2) No member of an agricultural committee shall take part in any decision of the committee which relates to the land of which he is the owner or occupier, or the agent of the owner or occupier, or to any bargain or contract contemplated or entered into by the agricultural committee in which such member is directly concerned.

For general observations upon this section, see p. 61.

SECTION 32.

Dwelling-house occupied by workman employed in agriculture. 9 Edw. 7. c. 44.

32. Notwithstanding any agreement to the contrary, where under any contract of employment of a workman employed in agriculture current at or made after the commencement of this Act, the provision of a dwelling-house or part of a dwelling-house for the occupation of the workman forms part of the remuneration of the workman, and the provisions of sections fourteen and fifteen of the Housing, Town Planning, &c. Act, 1909 (1), are inapplicable by reason only of the house or part of the house not being let to the workman, there shall be implied as part of the contract of employment and as from the commencement of the occupation or of this Act, whichever date is the later, the like conditions as would be implied under those provisions if the house or part of the house were so let, and those provisions shall apply accordingly as if incorporated in this section with the substitution of "employer" for "landlord" and such other modifications as may be necessary :

Provided that this section shall not affect the obligation of any person other than the employer to repair a cottage to which this section applies or any remedy for enforcing any such obligation.

For general observations upon this section, see p. 61.

(1) The following is the text of those parts of Sections 14 and 15 of the Housing, Town Planning, &c., Act, 1909, which are here referred to :—

"14. In any contract made after the passing of this Act for letting for habitation a house or part of a house at a rent not exceeding :—

(*a*) in the case of a house situate in the administrative county of London, forty pounds :

(*b*) in the case of a house situate in a borough or urban district with a population according to the last census for the time being of fifty thousand or upwards, twenty-six pounds ;

(*c*) in the case of a house situate elsewhere, sixteen pounds ;

there shall be implied a condition that the house is at the commencement of the holding in all respects reasonably fit for human habitation, but the condition aforesaid shall not be implied when a house or part of a house is let for a term of not less than three years upon the terms that it be put by the lessee into a condition reasonably fit for occupation, and the lease is not determinable at the option of either party before the expiration of that term.

"15.—(1) The last foregoing section shall, as respect contracts to which that section applies, take effect as if the condition implied by that section included an undertaking that the house shall, during the holding, be kept by the landlord in all respects reasonably fit for human habitation."

SECTION 33.

33. In this Act, unless the context otherwise requires,— Interpretation,

(1) The expression "the Minister" means the Minister of Agriculture and Fisheries:

(2) The expression "Wales" shall be deemed to include "Monmouthshire":

(3) The expression "agricultural committee" means the agricultural committee established for a county or borough under the Ministry of Agriculture and Fisheries Act, 1919, or, where the powers of an agricultural committee with respect to the matter in question have been delegated to a sub-committee, that sub-committee: 9 & 10 Geo. 5. c. 91.

(4) The expression "rules of good husbandry" means (due regard being had to the character of the holding) so far as is practicable having regard to its character and position—

(*a*) the maintenance of the land (whether arable, meadow, or pasture), clean and in a good state of cultivation and fertility, and in good condition; and

(*b*) the maintenance and clearing of drains embankments, and ditches; and

(*c*) the maintenance and proper repair of fences, stone walls, gates, and hedges; and

(*d*) the execution of repairs to buildings, being repairs which are necessary for the proper cultivation and working of the land on which they are to be executed; and

(*e*) such rules of good husbandry as are generally recognised as applying to holdings of the same character and in the same neighbourhood as the holding in respect of which the expression is to be applied:

Provided that the foregoing definition shall not imply an obligation on the part of any person to maintain or clear drains, embankments, or ditches, if and so far as the execution of the works required is rendered impossible (except at prohibitive or unreasonable expense) by reason of subsidence of any land or

the blocking of outfalls which are not under the control of that person, or in its application to land in the occupation of a tenant imply an obligation on the part of the tenant—

(i.) to maintain or clear drains, embankments, or ditches, or to maintain or properly repair fences, stone walls, gates, or hedges where such work is not required to be done by him under his contract of tenancy; or

(ii.) to execute repairs to buildings which are not required to be executed by him under his contract of tenancy:

5 Edw. 7. c. 28.

(5) The expression "the Act of 1908" means the Agricultural Holdings Act, 1908, and the expression "the Act of 1917" means the Corn Production Act, 1917:

(6) References to the Act of 1908, or to the Act of 1917, or to any provision of either of those Acts, shall be construed as referring to that Act or to that provision as amended by any other Act, including this Act:

(7) References to the terms, conditions, or requirements of a contract of tenancy of or of an agreement relating to a holding shall be construed as including references to any obligations, conditions, or liabilities implied by the custom of the country in respect of the holding.

For general observations upon the following sub-sections of this section, see the pages set opposite the same respectively:—

Sub-section (4) (pp. 9 and 20).
Sub-section (6) (p. 8).
Sub-section (7) (note (1) to Section 16, p. 91).

SECTION 34.

Application to Scotland.

34. This Act shall apply to Scotland with the following modifications:—

(1) Unless the context otherwise requires—

(*a*) The expression "the Minister" (except in the section of this Act relating to the appointment, remuneration, and powers of Commissioners) means the Board of Agriculture for Scotland;

9 & 10 Geo. 5. c. 97.

(*b*) A reference to the Land Settlement (Scotland) Act, 1919, shall be substituted for the reference to the Land Settlement (Facilities) Act, 1919; and a reference to the Arbitration (Scotland) Act, 1894,

57 & 58 Vict. c. 13.

shall be substituted for the reference to the Arbitration Act, 1889;

(*c*) A reference to the sheriff shall be substituted for the reference to the county court; a reference to act of sederunt shall be substituted for the reference to Rules of the Supreme Court; and a reference to either division of the Court of Session shall be substituted for the reference to the Court of Appeal;

(*d*) The expression "agricultural committee" means the body of persons constituted with respect to any area by the Board of Agriculture for Scotland under sub-section (2) of section eleven of the Act of 1917;

(*e*) The expressions "the Agricultural Holdings Act, 1908," and "the Act of 1908," mean the Agricultural Holdings (Scotland) Act, 1908, and references to sections eleven, twenty-one and forty-two of the first-mentioned Act shall be construed as references to sections ten, twenty and twenty-nine respectively of the said Agricultural Holdings (Scotland) Act; 8 Edw. 7. c. 64.

(*f*) "High Court" means "Court of Session," "receiver and manager" means "manager," "arbitrator" means "arbiter," and "costs" include "expenses":

(2) The provision requiring that proceedings for an offence shall not be instituted except by the Minister shall not apply:

(3) In the application of sub-section (4) of the section of this Act relating to compensation for disturbance "five "years" shall be substituted for "two years," and in the application of sub-section (6) of that section the expression "rent" means the rent after deduction of such an amount as the arbiter, failing agreement, may find to be equivalent to the amount (if any) annually payable by the landlord in respect of the holding by way of—

(*a*) any public rates, taxes, or assessments which in England are by law a charge on the occupiers of lands; or

(*b*) any public rates or taxes or other public burdens the like whereof are not chargeable on lands in England:

(4) In sub-section (11) of the section of this Act relating to compensation for disturbance, there shall be inserted after the word "amenity" the words "or any permanent "grass park held for the purposes of a business or calling "not primarily agricultural or pastoral, including that of

" butcher, cattle-dealer, and the like," and after the words " any such land," there shall be inserted the words " or grass park " :

(5) In the application of the section of this Act relating to compensation for disturbance in case of allotment gardens the expression " allotment garden " means an allotment under the Allotments (Scotland) Act, 1892, as amended or applied by any subsequent enactment, and a reference to the Small Holdings and Allotments Act, 1908, or to the Allotments and Cottage Gardens (Compensation for Crops) Act, 1887, shall be construed as a reference to the said Act of 1892 as so amended or applied : .

55 & 56 Vict. c. 54.

(6) For references to becoming bankrupt or compounding with creditors, there shall be substituted references to becoming notour bankrupt or executing a trust deed for behoof of creditors :

(7) The sections of this Act relating to extension of tenancies under leases for a term of years and to notices to quit shall not apply, and in lieu thereof—

(*a*) Sub-section (1) of section eighteen of the Act of 1908 shall, in the case of a lease entered into after the passing of this Act have effect as though for the words " three years " there were substituted the words " two years "; and sub-section (2) of the said section shall have effect as if at the end thereof the following words were added " and in the case of any " lease so renewed the period of notice required to " terminate the tenancy shall, where the notice is " given after the thirty-first day of May, nineteen " hundred and twenty-one, be not less than one year " nor more than two years " ;

(*b*) The provisions of the Sheriff Courts (Scotland) Act, 1907, relating to removings shall, in the case of any holding to which section eighteen of the Act of 1908 applies, have effect subject to the provisions of that section as modified by paragraph (*a*) of this sub-section :

7 Edw. 7. c. 51.

(8) In the sections of this Act relating to compensation for disturbance and amendment of law as to improvements, for the words " a county borough " there shall be substituted the words " an area " :

(9) Section twenty-three of the Agricultural Holdings Act, 1908, shall apply to Scotland as if that section had been enacted in Part II. of this Act, with the substitu-

tion of small holdings under the Small Landholders (Scotland) Acts, 1886 to 1919, for small holdings as defined by the Small Holders and Allotments Act, 1907, and any reference in this Act to the said section twenty-three shall be construed as a reference to the said section as so applied: 7 Edw. 7. c. 54.

(10) The section of this Act relating to amendment of section forty of 8 Edw. 7. c. 28 shall not apply, and in lieu thereof—

(*a*) Section twenty-eight of the Act of 1908 shall have effect as if for the words "The powers by this "Act conferred on a landlord (other than that of "entering on a holding for the purpose of viewing "the state of the holding)," there were substituted the words "The powers by this Act conferred on a "landlord in respect of charging the land";

(*b*) This sub-section shall apply in relation to the exercise of any power whether before or after the commencement of this Act:

(11) In sub-section (1) of the section of this Act relating to constitution of panel of arbitrators and provision as to arbitrators' remuneration, for the words "the Lord "Chief Justice of England," there shall be substituted the words "the Lord President of the "Court of "Session," and in sub-section (2) of the same section for the words "registrar of the county court," there shall be substituted the words "auditor of the sheriff "court."

SECTION 35.

35. This Act shall not apply to Ireland. Act not to apply to Ireland.

For general observations, see p. 63.

SECTION 36.

36.—(1) This Act shall come into operation on the first day of January, nineteen hundred and twenty-one. Commencement, repeal, and short title.

(2) Part I. of this Act shall be construed as one with the Act of 1917 and that Act, and Part I. of this Act may be cited together as the Corn Production Acts, 1917 and 1920.

Part II. of this Act shall be construed as one with the Act of 1908, and the Agricultural Holdings Acts, 1908 and 1913, and Part II. of this Act may be cited together as the Agricultural Holdings Acts, 1908 to 1920, and the Agricultural Holdings

(Scotland) Acts, 1908 and 1910, and Part II. of this Act as that Part applies to Scotland may be cited together as the Agricultural Holdings (Scotland) Acts, 1908 to 1920.

(3) The enactments mentioned in the Second Schedule to this Act are hereby repealed to the extent specified in the third column of that schedule : (1)

52 & 53 Vict. c. 63.

Provided that (without prejudice to the general application of section thirty-eight of the Interpretation Act, 1889, with regard to the effect of repeals) this repeal shall not prejudice or affect—

(*a*) the operation of any notice served, or order made, before the commencement of this Act under the powers conferred by Part IV. of the Act of 1917, or the powers continued in operation by sub-section (3) of section eleven of the Act of 1917 as amended by the Corn Production (Amendment) Act, 1918; or

(*b*) the rights of the Minister in respect of any land of which possession has been taken under the said powers (2) before the commencement of this Act; or

(*c*) the right of any person to recover compensation in respect of anything done or suffered under the said powers whether before or after the commencement of this Act; or

(*d*) the right of any person to require any question arising out of any notice served, order made, or possession taken under the said powers before the commencement of this Act to be referred to arbitration.

(4) This Act may be sited as the Agriculture Act, 1920.

(1) For general observation supon this sub-section and the Second Schedule, see p. 62.

(2) " the said powers," *i.e.*, the powers under the Defence of the Realm Regulations. Paragraphs (*b*) (*c*) and (*d*) of this sub-section all refer to those powers, and their saving effect is confined thereto.

SCHEDULES.

Section 29.

FIRST SCHEDULE.

Minor Amendments of Agricultural Holdings Act, 1908.

Enactment to be Amended.	Nature of Amendment.
Section one	In sub-section (1), after the word "Act," where that word first occurs, there shall be inserted the words "and the tenancy was entered upon after the first "day of January, nineteen hundred and twenty-one, "whether the improvement was or was not an improvement which he was required to make by the "terms of his tenancy": and in paragraph (*a*) of sub-section (2) after the word "improvement," there shall be inserted "whether expressly stated in "the contract of tenancy to be so given or allowed "or not"; and in paragraph (*b*) of sub-section (2), there shall be inserted after the word "crops," where that word first occurs, the words "grown on and."
Section five	The words "in respect of any improvement comprised "in the First Schedule hereto" shall be omitted.
Section fifteen	In sub-section (1), after the word "hereto," where it first occurs, there shall be inserted the words "or in "respect of compensation for disturbance," and after the word "expended," there shall be inserted the words "and of all costs properly incurred by him in obtaining the charge."
Section twenty-three	In paragraph (iii.) the words "for labourers" shall be omitted.
Section thirty-one	After the word "compensation," there shall be inserted the words "for disturbance or."
First Schedule	After "(16) Erection of wireworks in hop gardens," there shall be inserted:— "(16*a*) Provision of permanent sheep-dipping accommodation: "(16*b*) In the case of arable land the removal of bracken, gorse, tree roots, boulders, or other like obstructions to cultivation." And in paragraph (26) there shall be added at end thereof the words "in so far as the value of the "temporary pasture on the holding at the time of "quitting exceeds the value of the temporary pasture "on the holding at the commencement of the tenancy "for which the tenant did not pay compensation."
Second Schedule	In paragraph 10, for the words "sooner than one "month or later than two months," there shall be substituted the words "later than one month."

For general observations upon Section 29 and this Schedule, see pp. 38 and 58.

MINOR AMENDMENT OF AGRICULTURAL LAND SALES (RESTRICTION OF NOTICES TO QUIT) ACT, 1919.

Enactment to be Amended.	Nature of Amendment.
Section one... ...	After the word "shall," where it first occurs, insert "if "the contract for sale is made by the person by whom "the notice to quit was given."

In the application of this Schedule to Scotland, the references to sections fifteen and thirty-one of the Agricultural Holdings Act, 1908, shall not apply: and sub-section (1) of section thirteen of the Agricultural Holdings (Scotland) Act, 1908, shall be amended by the insertion, after the word "hereto." of the words, "or in "respect of compensation for disturbance" and by the insertion after the words "or any part thereof," wherever occurring, of the words "and of the expense of executing and registering the "same."

SECOND SCHEDULE.

Section 36.

Enactments Repealed.

Session and Chapter.	Short Title.	Extent of Repeal.
14 & 15 Vict. c. 25	The Landlord and Tenant Act, 1851.	In Section one, the words from "Provided always" to the end of the section.
8 Edw. 7. c. 28	The Agricultural Holdings Act, 1908.	Sub-sections (2) and (3) of section six (1); section eleven: sub-section (2) of section thirteen: section twenty-two; in paragraph (iii.) of section twenty-three the words "for labourers"; section twenty-seven; in sub-section (1) of section forty the words "the powers by this Act "conferred on a landlord (other "than that of entering on a "holding for the purpose of "viewing the state of a hold-"ing)"; in sub-section (2) of section forty the words "the "powers by this Act conferred "on a landlord (other than as "aforesaid)."
8 Edw. 7. c. 64	The Agricultural Holdings (Scotland) Act, 1908.	Sub-sections (2) and (3) of section six; section ten: sub-section (2) of section eleven: section twenty-four; in section twenty-eight the words "the "powers by this Act conferred "on a landlord (other than that "of entering on a holding for "the purpose of viewing the "state of the holding)."
10 Edw. 7. & 1 Geo. 5. c. 34.	The Small Holdings Act, 1910.	The whole Act.
4 & 5 Geo. 5. c. 7.	The Agricultural Holdings Act, 1914.	The whole Act.
6 & 7 Geo. 5. c. 38.	The Small Holding Colonies Act, 1916.	Sub-section (2) of section one.
7 & 8 Geo. 5. c. 46.	The Corn Production Act, 1917.	Sub-section (1) of section two and section nine; sub-section (2) of section nineteen.
8 & 9 Geo. 5. c. 35.	The Corn Production (Amendment) Act. 1918.	The whole Act.

For general observations upon Section 36 and this Schedule, see p. 62.

(1) See observations on pp. 48 and 49 *ante* as to repeal of Sub-sections (2) and (3) of Section 6 of the Act of 1908.

PRINTED BY J. B. NICHOLS AND SONS,
PARLIAMENT MANSIONS,
VICTORIA STREET, WESTMINSTER, S.W. 1.